Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 21, 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 enter into a **Retroactive** contract with the contractor listed below in an amount not to exceed $190,666 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective retroactive to September 30, 2021, upon Governor and Council approval through September 29, 2023. 44.842% Federal Funds. 23.10% General Funds. 32.058% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	$190,666
		Total:	**$190,666**

Funds are available in the following accounts for State Fiscal Years 2022, 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the contracting process was not completed in time to place the item on the agenda for the September 29, 2021, Governor and Executive Council meeting. The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health agency policy requires their Board of Directors to vote on and approve all contract actions prior to contract execution. The Contractor was unable to complete this action in time to place the item on the September 29, 2021 Governor and Executive Council agenda.

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

Approximately 250 individuals will be served through this Contractor over the next 2 years.

The Contractor will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractor will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractor will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

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

- Provides services that reduce the negative impacts of substance misuse.
- Makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treats individuals using Evidence Based Practices and follow best practices.
- Achieves initiation, engagement, and retention goals as required by the Department.

The Department selected contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021, through August 19, 2021. The Department received 12 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents one (1) of the remaining two (2) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The preceding 10 agreements are awaiting approval at the September 29, 2021, Governor and Executive Council meeting.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant CFDA #93.959, FAIN # TI083464

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92994125473...

Lori A. Shibinette
Commissioner

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

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$28,144
2023	102-500731	Contracts for Prog Svc	$27,174
2024	102-500731	Contracts for Prog Svc	$5,806
Sub-total			$61,124
Sub Total GC			**$61,124**

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

CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$59,647
2023	102-500731	Contracts for Prog Svc	$57,590
2024	102-500731	Contracts for Prog Svc	$12,305
Sub-total			$129,542
Sub-total Clinical			**$129,542**
Grand Total All			**$190,666**

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Better Life Partners	Bridge Street Recovery	Cheshire Medical Center	Dismas Home of NH	Easterseals NH Famum	Families in Transition	Grafton County	Greater Nashua Mental Health	Harbor Care	Headrest	Hope on Haven Hill	Southeastern NH Alcohol & Drug Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	**230**	**198**	**119**	**135**	**190**	**180**	**212**	**184**	**203**	**206**	**176**	**203**	**168**
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	**100**	**88**	**59**	**88**	**88**	**76**	**88**	**93**	**85**	**93**	**86**	**95**	**90**
TOTAL POINTS	**330**	**286**	**178**	**223**	**278**	**256**	**300**	**277**	**288**	**299**	**262**	**298**	**258**

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health		1.4 Contractor Address 100 West Pearl St. Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $190,666
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: Cynthia L Whitaker Date: 9/16/2021		1.12 Name and Title of Contractor Signatory Cynthia L Whitaker President and CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 9/16/2021		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: DocuSigned by: J. Christopher Marshall		On: 9/21/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 9/16/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS

Date 9/16/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials CW

Date 9/16/2021

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.

DS

Contractor Initials

Date 9/16/2021

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. 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
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

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

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

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

2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:

2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

2.5.4. Individuals with substance use and co-occurring mental health disorders;

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

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

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.4. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:

3.1.3.4.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;

3.1.3.4.2. Coordinate care and meet all requirements for the service provided;

3.1.3.4.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which a subsequent shift should be made aware.

3.2. Recovery Support Services

3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:

3.2.1.1. Provide individual or group **Intensive Case Management** in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

3.3. Interim Services

3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.3.1.2. Referral for HIV or TB treatment services, if necessary.

3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

3.4.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.4.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.4.1.3.1. The provision of information;

3.4.1.3.2. Risk assessment; and

3.4.1.3.3. Intervention and risk reduction education.

3.4.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.4.1.4.3. Link individuals to medical care and counseling services.

3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.4.1.5.2. Clearly document the refusal in the individual's file.

3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.4.1.6.2. Ensure follow-up services were provided as appropriate.

3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2. *Tuberculosis*

3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.4.2.1.1. Counseling with respect to TB.

3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.4.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.4.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2.3.3. Providing case management to ensure individuals receive services.

3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.5.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.5.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.5.2.3. Ensure the individual receiving services signs each updated income assessment.

3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.5.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.5.3.1.1. Face-to-face, in person;

3.5.3.1.2. Face-to-face, virtually and/or electronically; or

3.5.3.1.3. By telephone.

3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in

WITS, to determine:

3.5.3.2.1. The probability of eligibility for services under this Agreement; and

3.5.3.2.2. The probability of the individual having a substance use disorder.

3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.6. Clinical Evaluation

3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.6.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.6.3.4. An individual presents without a completed evaluation.

3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.6.5. The Contractor shall ensure the new evaluation is:

3.6.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

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3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.6.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.6.6.2.1. A service with a lower Intensity ASAM level of care;

3.6.6.2.2. A service with the next available higher intensity ASAM level of care;

3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.6.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

3.7.3.1. The average wait time for all individuals, by the type of

service and payer source for all services; and

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.9. Use of Evidence-Based Practices

3.9.1. The Contractor shall ensure all services in this Agreement are provided:

3.9.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

3.9.1.1.3. The service is based on a theoretical perspective that has validated research.

3.9.1.2. In accordance with:

3.9.1.2.1. ASAM Criteria;

3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.9.2.1. Initial contact;

3.9.2.2. Screening;

3.9.2.3. Intake;

3.9.2.4. Initial Clinical Evaluation/Assessment;

3.9.2.5. Admission;

3.9.2.6. On-going treatment services; and

3.9.2.7. Discharge.

3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.9.3.1. Initial contact;

3.9.3.2. Screening;

3.9.3.3. Intake;

3.9.3.4. Initial Clinical Evaluation/Assessment;

3.9.3.5. Admission; and

3.9.3.6. On-going treatment services.

3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's

withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.10.1.2.1. Specific, clearly defining what shall be done;

3.10.1.2.2. Measurable, including clear criteria for progress and completion;

3.10.1.2.3. Attainable, within the individual's ability to achieve;

3.10.1.2.4. Realistic, the resources are available to the individual;

3.10.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.10.3.2. Goals have been met and problems have been resolved; or

3.10.3.3. New goals and new problems have been identified.

3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.10.4.1. Justification for continued treatment at the current level of care;

3.10.4.2. Transfer from one level of care to another within the same agency; or

3.10.4.3. Discharge from treatment at the agency.

3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.10.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward treatment goals; or

3.10.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

3.10.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.

3.10.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the

treatment plan.

3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.11. Coordination of Care

3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.11.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.11.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.3. Medication-Assisted Treatment (MAT) providers.

3.11.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.11.5.1. Ensuring timely admission of individuals to services,

3.11.5.2. Completing initial clinical evaluations as needed.

3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

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

3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.11.7.1. NH Division for Children, Youth and Families (DCYF).

3.11.7.2. Probation and parole.

3.11.7.3. Doorways.

3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.11.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.11.12.1. Addresses all ASAM Dimensions;

3.11.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the

agency.

3.12. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

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

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

3.14.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve theirr problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

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

3.15. Individual and Group Education

3.15.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.15.1.1. Substance use disorders.

3.15.1.2. Relapse prevention.

3.15.1.3. Hepatitis C Virus (HCV).

3.15.1.4. Human Immunodeficiency Virus (HIV).

3.15.1.5. Sexually Transmitted Diseases (STDs).

3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.15.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.15.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.15.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.15.3. The Contractor shall maintain an outline of each educational session provided.

3.16. Tobacco-Free Environment

3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

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

3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.16.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.17. State Opioid Response (SOR) Grant Standards

3.17.1. The Contractor shall establish formal information sharing and referral

agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.17.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.17.2.1. Completed and documented in the individual's file;

3.17.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

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

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

3.17.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.17.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.17.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.17.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.17.6. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

3.17.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.17.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

3.17.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.17.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.17.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.17.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the

individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement.

Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire

notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular

intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

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

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

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

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

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.13.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

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

7.1.1. 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.

7.1.2. 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.

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

7.2. If Condition A exists, the Contractor must 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.

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

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

indicates the Contractor is high-risk.

7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor must 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.

7.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings that addresses any and all findings.

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

7.7.1. The action(s) that shall be taken to correct each deficiency;

7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

7.7.3. The specific steps and time line for implementing the actions above;

7.7.4. The plan for monitoring to ensure that the actions above are effective; and

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as

soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

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

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

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

11.2.1. 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must

agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

11.3.2. 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."

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

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

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

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

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees

that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

11.4.2. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

11.4.3. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

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

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

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

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

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

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

11.6.1.4. Medical records on each individual who receives services.

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

Exhibit B-1 Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,

2. Inspections and Administrative Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies); and

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

2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:

2.3.1. The requirement to submit a plan of correction (POC).

2.3.2. The imposition of a POC by the Department.

2.3.3. Contract suspension.

2.3.4. Contract Revocation.

3. Plans of Corrective Action

3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

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

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

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

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

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

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

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

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

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

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

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

7.3.3.7. The Contractor's infection prevention program;

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

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person either has a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

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

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

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

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

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

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

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform to this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach that can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 23.10% General funds.
   1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Integrated MAT Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Integrated MAT Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be and retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Integrated MAT Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. For Medicaid enrolled individuals through the Department's Medicaid Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
   7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

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

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

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

8.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 8.1.

8.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

8.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

8.5.1. If the individual owns a vehicle:

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

8.5.2. If the individual does not own a vehicle:

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

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss repors.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

13. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

15. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

16. 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.

17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

18. 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.

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

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

19.2. 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.

19.3. 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.

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

19.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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Vendor Initials _____

Date 9/16/2021

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:

9/16/2021
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Vendor Name:

DocuSigned by:
Cynthia L Whitaker
[redacted]

9/16/2021
Date

Name: Cynthia L Whitaker
Title: President and CEO

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Vendor Initials

9/16/2021
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

DocuSigned by:
Cynthia L Whitaker
[redacted]
Name: Cynthia L Whitaker
Title: President and CEO

9/16/2021
Date

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Contractor Initials
9/16/2021
Date

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.

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Contractor Initials _____

Date 9/16/2021

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:

DocuSigned by:
Cynthia L Whitaker
[illegible]

9/16/2021
Date

Name: Cynthia L Whitaker
Title: President and CEO

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:

DocuSigned by:
Cynthia L Whitaker

9/16/2021
Date

Name: Cynthia L Whitaker
Title: President and CEO

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, TitleXIII, 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.

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 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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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 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.

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	Greater Nashua Mental Health
The State	Name of the Contractor
Katja Fox	Cynthia L Whitaker
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Cynthia L Whitaker
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
9/16/2021	9/16/2021
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Cynthia L Whitaker

9/16/2021
Date

Name: Cynthia L Whitaker
Title: President and CEO

DS
Contractor Initials _____
9/16/2021
Date _____

FORM A

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

1. The DUNS number for your entity is: 081249823

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

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

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

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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Date

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

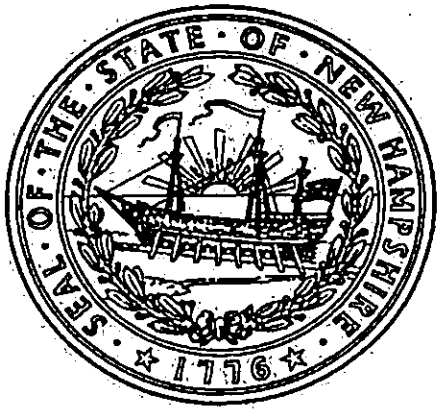
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **63050**

Certificate Number: **0005369257**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of May A.D. 2021.

William M. Gardner

Secretary of State

State of New Hampshire
Department of State

CERTIFICATE OF REGISTERED TRADE NAME
OF
GREATER NASHUA MENTAL HEALTH

This is to certify that **THE COMMUNITY COUNCIL OF NASHUA, N.H.** is registered in this office as doing business under the Trade Name **GREATER NASHUA MENTAL HEALTH**, at 100 West Pearl Street, Nashua, NH, 03060, USA on **11/13/2018 4:30:00 PM.**

The nature of business is **Other / Outpatient Mental Health and Substance Abuse Services**

Expiration Date: **11/13/2023 4:30:00 PM**

Business ID: **807172**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of November A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Pamela A. Burns, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 15, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cynthia L Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health 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: 9/15/2021

Pamela A Burns
Signature of Elected Officer
Name: Pamela A. Burns
Title: Board Chair
Greater Nashua Mental Health

DocuSign Envelope ID: 09093B12-8C58-4593-A9B4-DFF50E03525F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2021

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: mberube@eatonberube.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Scottsdale Insurance Co
INSURED COMCO3 The Community Council of Nashua NH Inc 100 West Pearl St Nashua NH 03060	INSURER B : Concord Group Ins — 14376
	INSURER C : The Lawson Group
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 657334577 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			OPS1585686	11/12/2020	11/12/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY			20038992.	11/12/2020	11/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			UMS0028329	11/12/2020	11/12/2021	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			HCHS20210000446	1/15/2021	1/15/2022	[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2020	11/12/2021	Each Claim Aggregate	$5,000,000 $5,000,000

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

Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GNMH Greater Nashua Mental Health

Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.

Administrative Office
100 West Pearl Street, Nashua, NH 03060

(603) 889-6147
www.gnmh.org

BerryDunn

[redacted]

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2020

(With Comparative Totals for June 30, 2019)

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Report on Summarized Comparative Information

We have previously audited the Organization's 2019 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 23, 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.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standard Update No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2020

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Financial Position

June 30, 2020
(With Comparative Totals for June 30, 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	**$ 6,340,977**	$ 2,450,691
Accounts receivable, net of allowance for doubtful accounts and contractuals of $376,294 in 2020 and $868,900 in 2019	**2,553,814**	1,327,181
Investments	**1,817,365**	1,853,735
Prepaid expenses	**136,015**	215,098
Property and equipment, net	**2,926,418**	3,051,239
Total assets	**$13,774,589**	$ 8,897,944
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	**$ 162,440**	$ 575,082
Accrued payroll and related activities	**1,340,406**	914,303
Estimated third-party liability	**18,681**	-
Accrued vacation	**460,543**	372,238
Deferred revenue	**4,952**	8,930
Notes payable, net of unamortized deferred issuance costs	**3,436,488**	1,460,491
Total liabilities	**5,423,510**	3,331,044
Net assets		
Without donor restrictions		
Undesignated	**5,988,607**	3,195,674
Board designated	**2,086,877**	2,096,407
Total without donor restrictions	**8,075,484**	5,292,081
With donor restrictions	**275,595**	274,819
Total net assets	**8,351,079**	5,566,900
Total liabilities and net assets	**$13,774,589**	$ 8,897,944

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

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Activities and Changes in Net Assets

Year Ended June 30, 2020
(With Comparative Totals for Year Ended June 30, 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	Total	Total 2019
Revenues and support				
Program service fees, net	$ 14,376,614	$ -	$ 14,376,614	$ 12,100,018
New Hampshire Bureau of Behavioral Health	2,766,795	-	2,766,795	2,708,454
Federal grants	1,600,936	-	1,600,936	305,915
Rental income	6,206	-	6,206	8,886
Contributions and support	129,139	-	129,139	153,665
Other	770,571	-	770,571	462,233
Net assets released from restrictions	3,962	(3,962)	-	-
Total revenues and support	19,654,223	(3,962)	19,650,261	15,739,171
Expenses				
Program services				
Children's and adolescents' services	1,840,661	-	1,840,661	1,880,533
Adult services	4,736,607	-	4,736,607	3,952,548
Elderly services	471,292	-	471,292	513,666
Deaf services	360,585	-	360,585	391,655
Substance abuse disorders	725,636	-	725,636	610,322
Medical services	1,530,051	-	1,530,051	1,572,645
Other programs	1,942,359	-	1,942,359	1,648,908
Total program services	11,607,191	-	11,607,191	10,570,277
General and administrative	5,252,649	-	5,252,649	4,370,159
Development	37,602	-	37,602	40,834
Total expenses	16,897,442	-	16,897,442	14,981,270
Income from operations	2,756,781	(3,962)	2,752,819	757,901
Other income				
Investment return, annual appropriation	41,055	3,962	45,017	40,000
Investment return, net of fees and annual appropriation	(12,158)	1,074	(11,084)	(9,341)
Realized and unrealized (losses) gains on investments	(2,275)	(298)	(2,573)	77,271
Total other income	26,622	4,738	31,360	107,930
Excess of revenues and support and other income over expenses and change in net assets	2,783,403	776	2,784,179	865,831
Net assets, beginning of year	5,292,081	274,819	5,566,900	4,701,069
Net assets, end of year	$ 8,075,484	$ 275,595	$ 8,351,079	$ 5,566,900

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

THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	$ 3,545,208	$ 7,478,020	$ 1,023,265	$ 334,929	$ 267,886	$ 982,255	$ 705,634	$ 14,335,197	$ 41,417	$ -	$ 14,376,614
New Hampshire Bureau of Behavioral Health	147,498	704,766	-	306,344	21,960	-	720,805	1,901,373	865,422	-	2,766,795
Federal grant	-	672,155	-	-	63,195	-	865,586	1,600,936	-	-	1,600,936
Rental income	-	-	-	-	-	-	-	-	6,206	-	6,206
Contributions and support	-	-	-	-	-	-	-	-	-	129,139	129,139
Other	3,294	51,892	10,238	-	467,721	18,884	624	552,653	249,278	-	801,931
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,159	$ 1,162,323	$ 129,139	$ 19,681,621

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,159	$ 1,162,323	$ 129,139	$ 19,681,621
Expenses											
Salaries and wages	1,350,806	3,072,873	355,953	240,404	535,382	1,080,542	1,269,618	7,905,578	2,878,346	16,360	10,800,284
Employee benefits	265,731	557,602	47,550	48,416	62,126	129,493	226,045	1,336,963	390,632	3,133	1,730,728
Payroll taxes	100,450	231,316	27,103	17,549	40,055	75,771	88,783	581,027	205,986	1,247	788,260
Substitute staff	-	-	-	-	-	-	-	-	8,280	-	8,280
Accounting and administrative fees	-	-	-	-	-	-	130	130	111,310	25	111,465
Legal fees	175	8,526	3,740	-	-	-	1,205	13,646	15,221	-	28,867
Other professional fees	8,303	3,243	1,893	13,921	423	222,559	47,671	298,213	126,429	7,050	431,692
Journals and publications	-	-	-	-	-	-	-	-	988	-	988
Conferences	-	-	-	75	5,508	-	2,328	7,911	3,336	-	11,247
Other staff development	409	1,666	-	255	480	-	15,794	18,604	4,736	-	23,340
Mortgage interest	-	-	-	-	-	-	-	-	77,455	-	77,455
Heating costs	-	-	-	-	-	-	-	-	19,643	-	19,643
Other utilities	-	-	-	-	-	-	-	-	97,001	-	97,001
Maintenance and repairs	-	-	-	-	-	-	-	-	198,090	-	198,090
Other occupancy costs	-	-	-	-	-	-	-	-	97,378	-	97,378
Office	6,179	9,589	151	3,298	10,787	7,996	64,344	102,344	376,344	3,552	482,240
Building and household	72	-	-	-	-	31	57	160	40,795	-	40,955
Food	110	997	-	-	174	-	333	1,614	3,132	593	5,339
Advertising	-	-	-	75	-	-	1,061	1,136	4,337	353	5,826
Printing	953	2,874	216	-	221	193	883	5,340	4,575	2,132	12,047
Communication	8,126	34,160	4,558	3,388	2,528	583	9,170	62,513	166,613	-	229,126
Postage	128	239	-	-	36	-	65	468	11,545	-	12,013
Staff	36,320	117,859	15,932	22,951	4,305	48	14,885	212,300	10,393	64	222,757
Client services	25,639	626,407	405	148	3,404	-	3,530	659,533	1,000	-	660,533
Malpractice insurance	-	1,125	-	-	-	-	-	1,125	163,369	-	164,494
Vehicle insurance	-	-	-	-	-	-	-	-	2,258	-	2,258
Property and liability insurance	-	375	-	-	-	-	-	375	66,852	-	67,227
Other interest	-	-	-	-	-	-	-	-	4,832	-	4,832
Depreciation	36,756	62,084	13,791	10,105	26,214	12,835	44,894	206,679	62,169	3,043	271,891
Equipment rental	-	-	-	-	-	-	-	-	51,210	-	51,210
Equipment maintenance	-	-	-	-	-	-	-	-	4,786	-	4,786
Membership dues	504	-	-	-	-	-	3,653	4,157	37,358	50	41,565
Other	-	5,672	-	-	33,993	-	147,710	187,375	6,250	-	193,625
Total expenses before allocation	1,840,661	4,736,607	471,292	360,585	725,636	1,530,051	1,942,359	11,607,191	5,252,649	37,602	16,897,442
General and administrative allocation	1,074,411	2,516,756	316,842	146,976	294,272	(528,912)	268,876	4,089,221	(4,089,851)	630	-
Total expenses	2,915,072	7,253,363	788,134	507,561	1,019,908	1,001,139	2,211,235	15,696,412	1,162,798	38,232	16,897,442
Change in net assets	$ 780,928	$ 1,651,470	$ 245,369	$ 133,712	$ (199,146)	$ -	$ 81,414	$ 2,693,747	$ (475)	$ 90,907	$ 2,784,179

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

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Cash Flows

Year Ended June 30, 2020
(With Comparative Totals for Year Ended June 30, 2019)

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 2,784,179	$ 865,831
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	272,738	265,718
Net realized and unrealized (losses) gains on investments	2,573	(77,271)
Provision for bad debt	804,899	1,763,837
Changes in operating assets and liabilities		
Accounts receivable	(2,031,535)	(1,261,563)
Prepaid expenses	79,083	(37,899)
Accounts payable and accrued expenses	(370,079)	407,847
Accrued payroll and related expenses and vacation	514,408	592,249
Estimated third-party liability	18,681	(950,075)
Deferred revenue	(3,978)	8,930
Net cash provided by operating activities	2,070,969	1,577,604
Cash flows from investing activities		
Purchases of investments	(1,037,608)	(561,223)
Proceeds from the sale of investments	1,071,406	547,987
Purchase of property and equipment	(189,631)	(486,724)
Net cash used by investing activities	(155,833)	(499,960)
Cash flows from financing activities		
Principal payments on notes payable	(77,134)	(91,087)
Borrowings under the Paycheck Protection Program (PPP)	2,052,284	-
Net cash provided (used) by financing activities	1,975,150	(91,087)
Net increase in cash and cash equivalents	3,890,286	986,557
Cash and cash equivalents, beginning of year	2,450,691	1,464,134
Cash and cash equivalents, end of year	$ 6,340,977	$ 2,450,691
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ -	$ 42,563

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

Notes to Financial Statements

June 30, 2020
(With Comparative Totals for June 30, 2019)

Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncement

In July 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

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

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than $5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2020, minimum threshold levels were waived by the Managed Care Organizations (MCO's) and therefore, management has not recognized a potential repayment for services provided during 2020.

During 2020, management was notified by the MCO's that the Organization did not meet the minimum threshold levels for services provided in 2019 and as a result owe the MCO's a total of $18,681.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2020 and 2019. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 28, 2020, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

Notes to Financial Statements

June 30, 2020
(With Comparative Totals for June 30, 2019)

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2020	2019
Cash and cash equivalents available for operations	**$ 5,795,870**	$ 1,933,201
Accounts receivable, net	**2,553,814**	1,327,181
Financial assets available to meet general expenditures within one year	**$ 8,349,684**	$ 3,260,382

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

The Organization has an available line of credit of $1,000,000 which was fully available at June 30, 2020. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 80% and 86% of the Organization's net program service fees for 2020 and 2019, respectively. Net revenues from the Medicaid program accounted for approximately 9% of the Organization's net program service fees for 2020 and 2019, respectively.

Notes to Financial Statements

June 30, 2020
(With Comparative Totals for June 30, 2019)

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, from those major sources is as follows:

	2020	2019
Private pay	$ 2,209,648	$ 2,126,075
Medicaid	1,385,623	1,884,686
Medicare	1,907,288	1,084,336
Other payers	1,186,399	809,579
Managed care	21,265,156	18,831,992
	27,954,114	24,736,668
Less: Contractual adjustments	(5,048,686)	(4,306,382)
Capitation adjustments	(7,723,915)	(6,566,431)
Provision for bad debt	(804,899)	(1,763,837)
	(13,577,500)	(12,636,650)
Program service fees, net	$ 14,376,614	$ 12,100,018

The decrease in bad debt expense in 2020 as compared to 2019 is primarily due to improved collection efforts as a result of the Organization concentrating on reducing Lapsed Medicaid exposure.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	2020	2019
Government grants	58 %	30 %
Private pay	10	24
Medicaid	11	21
Medicare	8	4
Other	6	7
Managed care	7	14
	100 %	100 %

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	2020	2019
Common stocks	$ 744,873	$ 738,894
Equity mutual funds	215,908	258,423
U.S. Treasury bonds	503,538	487,623
Corporate bonds	244,045	255,204
Corporate bond mutual funds	109,001	113,591
	$ 1,817,365	$ 1,853,735

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	2020		
	Level 1	Level 2	Total
Common stocks	$ 744,873	$ -	$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	109,001	-	109,001
	$ 1,573,320	$ 244,045	$ 1,817,365

	2019		
	Level 1	Level 2	Total
Common stocks	$ 738,894	$ -	$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	113,591	-	113,591
	$ 1,598,531	$ 255,204	$ 1,853,735

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

	2020	2019
Land, buildings and improvements	$ 5,659,096	$ 5,539,240
Furniture and equipment	338,588	318,374
Computer equipment	285,083	278,083
Software	706,407	706,407
Vehicles	33,191	33,191
	7,022,365	6,875,295
Less accumulated depreciation	(4,095,947)	(3,824,056)
Property and equipment, net	$ 2,926,418	$ 3,051,239

7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

Effective for the year ended June 30, 2020, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2020 and 2019, the Board of Directors approved an appropriation of $45,017 and $40,000, respectively, to support current operations.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2020 and 2019.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2020 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 275,595	$ 275,595
Board-designated endowment funds	1,586,877	-	1,586,877
	$ 1,586,877	$ 275,595	$ 1,862,472

Notes to Financial Statements

June 30, 2020
(With Comparative Totals for June 30, 2019)

The changes in endowment net assets for the year ended June 30, 2020 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2019	$ 1,596,406	$ 274,819	$ 1,871,225
Investment return	26,622	4,738	31,360
Amount appropriated for expenditure	(41,055)	(3,962)	(45,017)
Appropriated funds not drawn from investments	4,904	-	4,904
Endowment net assets, June 30, 2020	$ 1,586,877	$ 275,595	$ 1,862,472

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 274,819	$ 274,819
Board-designated endowment funds	1,596,406	-	1,596,406
	$ 1,596,406	$ 274,819	$ 1,871,225

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2018	$ 1,544,023	$ 259,272	$ 1,803,295
Investment return	92,383	15,547	107,930
Amount appropriated for expenditure	(40,000)	-	(40,000)
Endowment net assets, June 30, 2019	$ 1,596,406	$ 274,819	$ 1,871,225

8. Debt Obligations

Line of Credit

The Organization maintains a $1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate plus 0.00%. Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2020 or 2019. The line of credit agreement has a maturity date of February 28, 2021.

Notes Payable

The Organization had the following notes payable:

	2020	2019
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of $8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	$ 783,536	$ 836,858
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of $4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	601,005	624,817
PPP loan to TD Bank borrowed in April 2020 obtained under a provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. On October 23, 2020, management submitted its application for forgiveness and has yet to receive approval. This loan is unsecured.	2,052,284	-
	3,436,825	1,461,675
Less: unamortized deferred issuance costs	(337)	(1,184)
Total notes payable, net of unamortized deferred issuance costs	$ 3,436,488	$ 1,460,491

The scheduled maturities on notes payable are as follows:

2021	$ 917,917
2022	1,302,222
2023	90,972
2024	1,125,714

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2020.

9. Commitments and Contingencies

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017, the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2020 and 2019. Expenses associated with this plan were $282,823 and $141,033 for the years ended June 30, 2020 and 2019, respectively.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the CARES Act, a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding

GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS 2021

ROBERT S. AMREIN, Esquire — Hudson, NH
- *Retired: Attorney / Consultant*

RAYMOND BROUSSEAU — Nashua, NH
- *BAE Systems*

PAMELA BURNS – Chair — Nashua, NH
- *Dental Hygienist*

ROBERT DORF, DO — Nashua, NH
- *Chief Medical Officer*
  Southern New Hampshire Health

CHRISTINE FURMAN — Hollis, NH
- *Retired: Financial Management*
- *(2-Term) NH State Representative*

JAMES R. JORDAN — Manchester, NH
- *Consultant: President & CEO*
  Adaptive Techniques & Concepts LLC

JONE LABOMBARD - Secretary — Hollis, NH
- *Retired Educator*

KAREN LASCELLE, CPA - Treasurer — Nashua, NH
- *Certified Public Accountant*

REVEREND DEACON THOMAS A. MOSES — Manchester, NH
- *Deacon*
  Our Lady of the Cedars Melkite Greek Catholic Church

ROBYN MOSES-HARNEY — Hudson, NH
- *Vice President of Human Resources, PlaneSense, Inc., Portsmouth*

ELIZABETH SHEEHAN — Litchfield, NH
- *Director, HR Solution Delivery Hub No. America, Iron Mountain*

MARY ANN SOMERVILLE — Litchfield, NH
- *Retired: Software design, development, support*

DIANE VIENNEAU - Vice Chair — Nashua, NH
- *NH Department of Education, Nashua*

LISA YATES — Nashua, NH
- *NH Department of Education, Nashua*

Denielle Aldridge, LSWA

Certified Positive Discipline Parent Educator

PROFILE AND CERTIFICATIONS:

- Licensed Social Work Assistant
- Certified Positive Discipline Parent Educator
- Certified Child and Adolescent Trauma Professional
- Massachusetts CANS certified
- Mindfulness certified
- Education in mental health counseling, substance use counseling, communications, English composition, decision-making skills, public policy development, grant proposal writing, multicultural practices, regulatory responsibilities, financial management, parenting education, law enforcement education, psychology and various roles of human services workers.
- Outstanding problem solving and active listening skills.
- Significant office support, communication, dispute resolution, and data entry skills.
- Extensive knowledge of substance abuse disorders, trauma, mental health counseling, domestic violence, and vicarious trauma.
- Knowledge of different types of treatment methods and therapeutic procedures

EXPERIENCE

PARENT AIDE/CASE WORKER/MENTAL HEALTH SPECIALIST. GREATER LAWRENCE COMMUNITY ACTION COUNCIL LAWRENCE, MA
DECEMBER 2017-SEPTEMBER 2019 & JUNE 2020- PRESENT

- Certified Positive Discipline parent educator
- Provides home visitation services to a caseload of up to 16 families
- Utilizes the Positive Discipline curriculum to educate parents and guardians on parenting skills
- Collaborates with the Department of Children and Families, schools, therapists, and other resources to provide means to assist clients to achieve their goals
- Assists families in accessing community resources based on their needs
- Maintains accurate, thorough, and updated client records
- Demonstrates cultural sensitivity and comprehension in work with families from multiple ethnic and cultural groups, socioeconomic levels, and lifestyles
- Completes initial assessments to determine the family's strengths. Continues to build on these strengths while working with the family
- Facilitator of the Parenting through Recovery parenting group
- Mental health specialist
- Provides supervision for the Bachelor level interns

SUBSTANCE ABUSE CLINICIAN/COUNSELOR. FARNUM CENTER (EASTER SEALS) MANCHESTER, NH
SEPTEMBER 2019-FEBRUARY 2020

- Provided direct support to clients
- Conducted individual one-on-one and group counseling sessions with clients

- Completed required documentation and assessments efficiently and on-time including treatment plans, ASAM forms, weekly summaries, daily group notes, and admission and discharge summaries
- Collaborated with medical providers to ensure clients are able to achieve their goals and obtain resources for success in their sobriety
- Extensive knowledge of Health Realization and the Three Principles

THERAPEUTIC CASE MANAGER. NORTHEAST KINGDOM HUMAN SERVICES ST. JOHNSBURY, VT
SEPTEMBER 2016-AUGUST 2017

- Provided in-home therapeutic case management for children and their families
- Maintained accurate documentation
- Collaborated with the Department of Children and Families, schools, therapists, and other resources to provide means to help clients to achieve their goals
- Utilized skills to teach positive behaviors, coping skills, emotional self regulation, and social skills to children and their families.
- Helped children and families improve coping, social, and communication skills within their home, school, and community

SUBSTANCE USE RECOVERY AIDE. VALLEY VISTA BRADFORD, VT
JUNE 2015- SEPTEMBER 2016

- Provided direct services to clients and managed group counseling, and crisis prevention and management
- Collaborated with colleagues to ensure strongest treatment plan for each patient
- Conducted group counseling sessions, implemented behavior management systems and conducted crisis intervention counseling as necessary
- Facilitated daily group therapy and educational groups
- Maintained detailed and accurate records of treatment progress
- Closely monitored progress in patients and assisted in making changes in therapy as required
- Educated clients on how to follow up on treatment options after discharge

EDUCATION

OXFORD HIGH SCHOOL. OXFORD, MASS. GRADUATED 2002

UNIVERSITY OF PHOENIX. JANUARY 2012-APRIL 2014. Graduated with an Associate of Arts with a concentration in Humanities and Social Services Management

UNIVERSITY OF SOUTHERN NEW HAMPSHIRE. JUNE 2014-OCTOBER 2016. Graduated with a Bachelor of Arts in Psychology with a concentration in Addictions Counseling

WALDEN UNIVERSITY. NOVEMBER 2016-August 2020. Graduated with a Masters of Science in Clinical Mental Health Counseling

WALDEN UNIVERSITY. NOVEMBER 2020- present. Obtaining a PhD in Forensic Psychology

Lucille M. Care, MA, NCC

With Hope and Confidence anything is possible,
-Dr Seuss

Education

Antioch University, Keene, NH **Sep. 2014- May 2017**
Master's degree - Clinical Mental Health Counselor/Substance Abuse-Addictions Concentration

Internship Harbor Homes, Nashua, NH **Aug. 2016-May 2017**

- PHP Dual Diagnosis- (Substance Use and Mental Health) Intakes/treatment plans, referrals, discharges)
- Pre- Authorizations, Concurrent reviews
- Court Reports
- Group Therapy/Individual Therapy
- Centricity (EMR) -medical records program

Internship-Rivier University, Nashua, NH **Sept.2015-May 2016**

- Individual counseling, intakes, treatment plans, referrals
- Group counseling; test anxiety, mindfulness, stress management
- Substance use-mandated clients
- Mental Health check in day
- Suicide training

Bridgewater State College, Bridgewater, MA **May 1985**
Bachelor of Arts- Sociology

Internship-Veterans Administration, Brockton, MA

- Individual & Group Counseling

Internship-Plymouth House of Corrections, Plymouth, MA

- Individual counseling
- Research-statistical data

Professional Certificates & Licensures

CPR/AED- Adult and pediatric first aid certification #153495594794279	**8/22/2018**
MOAB –Management of Aggressive Behaviors	**4/2018**
NBCC- National Certified Counselor	**4/2017**
DBART- Disaster Behavioral Response Team-NH	**2015-present**
NH Licensed Nursing Assistant- 051291-24 (inactive)	**2013-2015**

Affiliations

American Mental Health Counselor Association
Chi Sigma Iota Honor Society

Career History

7/23/2018- pres. **Primary Therapist- New England Wellness and Recovery**

- Group Therapy- (evidence based -curriculum, expressive arts)
- Individual Therapy- (case load 7-10 avg)
- Clinical summaries, treatment plans, ASAM criteria
- Discharges summaries, behavior contracts, continuum of care
- Kipu- electronic medical records
- Weekly clinical supervision/team meetings

5/1/17-6/15/2018 **Clinician - Harbor Homes Wellness, Partial Hospitalization Program**

- Group therapy- (evidence-based curriculum)
- Individual Therapy; intakes, treatment plans, referrals, ins. pre-auth/reviews, discharges, court reports
- Case management- housing, food, recovery meetings, clothing, rides
- Weekly supervision
- Pre-auth/concurrent reviews- insurance
- Trainings- Nar can, MOAB, Crisis/suicide-CALM

5/11-6/17 **Home Health Care Provider- Easter Seals**

- Adult foster care of individual with developmental disability
- Work with client to assimilate into community
- Maintain/Implementation of patient medical and behavioral records
- Provide a safe and caring environment
- Scheduling of monthly goals/activities for client
- Adhere to all company and state regulations
- Medication certified for home

2/14-12/16 **Elderly Home Care, Self Employed**

- Set up appointments
- Provide community resources to clients
- Assist/encourage daily living skills
- Provide transportation

11/13- 2/14 **LNA, Private Duty, Home Health and Hospice Care, Merrimack, NH**

- Provide a safe and caring environment
- Light House keeping
- Encourage fluids
- Reminding of medications
- Provide transportation

09/09-5/11 **Self Employed, Dolly Ciampa, Jewelry**

- Jewelry making and repair
- Maintain profit and loss
- All aspects of repair work, stone setting, wax
- Fabrication, sizing's, stone replacement

8/06-09/09 **Repair Shop Manager, Sterling Inc, Manchester, NH.**

- Implement action plans/Performance Management
- Data Entry, balancing payroll, supplies and profit of shop
- Recruiting, interviewing

4/02-8/06 **Administrative Assistant, ERA Morrison Real Estate, Pepperell, MA**

- Data Entry
- Knowledgeable in MS Excel, MS Publisher, MS Word
- Designed marketing material.
- Billing, payroll, scheduling and telephone duties

4/88-5/01 **Dental Assistant, DR. Joseph H. Ciampa DMD, Winthrop, MA**

- Perform general chair side assistance during clinical treatments
- laboratory functions, electronic patient record, office management
- Certified in Radiology, with proficient in digital radiography

01/85-05/89 **Director Therapeutic Recreation, New Medico, East Boston, MA**

- Implemented and ran support group
- Promoting community activities with the clients
- Successful fundraising for client's activities
- Working with team to set up goals and action plans/documentation
- Training of employees

ANGELA **DUNHAM**

Objective: To obtain an additional role as drug court therapist that will utilize my skills and allow continued growth and education.

EXPERIENCE

AUGUST 2019- PRESENT

MENTAL HEALTH THERAPIST, GREATER NASHUA MENTAL HEALTH CENTER

I provide individual substance use therapy, group therapy, intensive outpatient group therapy, LADC evaluations, and Location of Care Assessments under supervision of a licensed clinician. The therapies that I utilize are Cognitive Behavioral Therapy, Rational Emotive Behavior Therapy, and Dialectical Behavior Therapy, Motivational Interviewing, and Solution Focused therapy. I am familiar with the Matrix Model and I am certified to provide and train others in the 7-challenges Model.

3/2019- AUGUST 2019

MENTAL HEALTH THERAPIST INTERN, GREATER NASHUA MENTAL HEALTH CENTER

I co-facilitated addiction IOP, Substance Use Disorder Relapse Prevention, and DBT groups under the supervision of licensed staff. I provide person-centered individual therapy to adults with substance use disorder and co-occurring mental health conditions. I facilitate recovery by providing therapies including Motivational Interviewing, Dialectal Behavior Therapy, Cognitive Behavioral Therapy, Rational Emotive Behavior Therapy, and Solution Focused Therapy.

9/2018- 8/2019

CERTIFIED MEDICAL ASSISTANT, SCOTT DIEHL PRIMARY CARE AT CATHOLIC MEDICAL CENTER

I supported the team with a transition from paper records to Centricity EMR. My duties which included updating patient history, problem, medication, and allergies. I assisted with prepping and scanning records into the electronic medical record. I also obtained vital signs and gave clinical and administrative support to provider, staff, and patients.

8/2018- 3/2019

MENTAL HEALTH THERAPIST INTERN, ADDICTION RECOVERY SERVICES

I co-facilitated addiction recovery process groups under the supervision of licensed staff. I utilized a Client-Centered Approach, Cognitive Behavioral Therapy, Motivational Interviewing and Psycho-Education.

3/2018-6/2018

PEDIATRIC MEDICAL ASSISTANT, LONDONDERRY PEDIATRICS

I triaged patients using the Barton Schmitt Pediatric Protocol. I was responsible for rooming patients and obtaining the problem, HPI, vital signs, social history, and reviewing medication/allergies. I was also responsible for point-of-care testing; order entry and treatment follow up.

6/2017 – 2/2018

CERTIFIED MEDICAL ASSISTANT/RECOVERY SUPPORT, PROGRAM FOR ADDICTIVE DISORDERS AT CONCORD HOSPITAL

I supported the MAT (Medication-Assisted Treatment) team in meeting the patient's individual goals. I did recovery check-ins at each visit and support the team's clinical needs. I provided recovery resources and coordinated care with community partners.

8/2008 – 6/2017

CERTIFIED MEDICAL ASSISTANT, CONCORD HOSPITAL

I collaborated with providers in a multidisciplinary family medicine team to provide patient-centered care. My responsibilities included assisting physicians, maintaining records, care coordination, vaccine program manager, point-of-care testing, phlebotomy, injections, and medical assistant training. I participated in Quality Improvement Projects to improve depression screening rates and the Screening, Brief Intervention, and Referral to Treatment (SBIRT) initiative.

EDUCATION

SEPTEMBER 15, 2019

MASTERS OF SCIENCE – CLINICAL MENTAL HEALTH COUNSELING, NEW ENGLAND COLLEGE

GPA 3.81

Relevant coursework: Internship III, Research Capstone, Program Planning, Internship II, Research Methods, Testing & Assessment, Internship I, Ethics, Psychopharmacology, Addictions, Abnormal Psychopathology, Clinical Counseling Theory, Social & Cultural Foundations, Crisis Intervention, Clinical Counseling Technique, Human Growth & Development, Dialectical Behavior Therapy, Group Counseling, Family Systems, and Career & Lifestyle Development.

SEPTEMBER 2016

BACHELOR OF ARTS - PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY

Specialization: Mental Health Counseling

Relevant coursework: Abnormal Psychology, Cognitive Psychology, Anthropology, Sociology, Philosophy, Counseling Techniques, Healthcare Delivery Systems, Statistics, Research Statistics for Psychology, Biopsychology, and Addictions.

JUNE 2008

ASSOCIATE OF SCIENCE - MEDICAL ASSISTING, HESSER COLLEGE

Relevant coursework: Externship, Clinical, Human Anatomy & Physiology, Information Technology, Office Administration, Medical Terminology, Medical Coding, Algebra, Biology, Psychology, and Philosophy.

SKILLS

- Motivational Interviewing
- Cognitive Behavioral Therapy
- Dialectical Behavior Therapy
- Solution Focused Therapy
- Rational Emotive Behavior Therapy
- 7 Challenges Certified
- Care Coordination
- Healthcare Software: Cerner, EClinicalWorks, Centricity EMR, Essentia EMR
- Microsoft Office, Minitab, Office Time, MAXQDA

ACTIVITIES

- Member of NH Alcohol & Drug Abuse Counselors Association
- Member of American Association of Christian Counselors
- Certification in Basic Life Support through the American Heart and American Stroke Association.
- Certified in MOAB (Management of Aggressive Behavior) through MOAB Training International.

Eileen M. Fiori, LICSW, LADC

CAREER OBJECTIVES: To obtain a part-time position in which I can utilize my varied clinical and supervisory experience in a professional setting. Credentialed as MA-LICSW #117722, NH-LICSW #155, NH-LADC #142.

RECENT EMPLOYMENT: Chief of Clinical Services at WestBridge, a private organization specializing in residential treatment and outpatient Assertive Community Treatment for individuals with co-occurring mental illness and substance use disorders. WestBridge is focused on both the individual and family utilizing a team approach and incorporates evidence-based practices to support independence and wellness for those who participate in the services.

EXPERIENCE:

CLINICAL: Provide direct treatment to children, adolescents, adults, families and couples. Treatment includes individual, family and group psychotherapy, as well as crisis intervention and case management. Treatment settings include mental health and social service agencies, foster homes, residential treatment centers, schools, substance abuse treatment agencies and patient/client's homes. Consultation and case management included contact with treatment specialists, schools, police, courts, probation departments, attorneys and hospitals. Certified to administer Global Appraisal of Individual Needs-GAIN-I; Substance Abuse Subtle Screening Inventory-SASSI; and to implement evidenced based practices such as the Adolescent Community Reinforcement Approach-ACRA, CBT, Motivational Interviewing, Family Education and Support, ACT teams and Supported Employment.

PROGRAM DEVELOPMENT AND PLANNING: Planned, developed, implemented and monitored programs providing substance abuse, social and medical services. Each program required definition of program goals, identification of client population, including special needs/services, budget considerations, policy development, staff development and training, resource mobilization, program promotion, coordination with existing programs and consultation with community providers.

ADMINISTRATION: Served in a number of administrative positions, including as Executive Director of the Farnum Center, Clinical Director of that same facility and as clinical supervisor in other settings. In these various positions, responsibilities included oversight of staff, development of agency budgets, grant proposals and responses to requests for proposals. Other administrative responsibilities included clinical supervision of staff at all levels of professional development, student interns, paraprofessionals and volunteers. I served as adjunct faculty at Notre Dame College providing courses in Addictive Disorders, Family Therapy and Ethics. I served as a member of the NH Board of Licensing for Alcohol and other Drug Use Professionals for six years and continue as a rehabilitative supervisor for the NH Board of Mental Health Practice.

RECENT EMPLOYMENT:

NH Partnership for Success

PAST EMPLOYMENT HISTORY:

WestBridge

Child & Family Services of NH in Manchester
Center for Life Management
Col-Fiori Counseling Associates
Farnum Center
New Hampshire Department of Health and Human Services
Greater Lawrence Mental Health Center
McLean Hospital

References available upon request.

William Robert Lundgren

Profile

Very reliable, personable and experienced career professional with experience and training in the substance abuse field. Former Probation & Parole Officer with a high-risk caseload supervising clients with drug or alcohol-based convictions. New Hampshire Licensed and Massachusetts Certified Alcohol & Drug Counselor. Co-facilitated intensive community-based substance abuse group versed on the Twelve-Steps AAA program as well as Cognitive Behavior Therapy model. Looking to advance my career utilizing the skills learned in my career. Especially adept at communication, leadership, interpersonal relations and establishing a positive working environment.

Experience

AVENUES RECOVERY EXTENDED CARE

GROUP FACILITATOR CONCORD, NH MARCH 2020 – CURRENT

- FACILITATE MENTAL HEALTH AND SUBSTANCE USE DISORDER GROUPS
- WRITE GROUP THERAPY CLIENTS NOTES AND GROUP SUMMARIES
- SET GOALS, NEW BEHAVIORS AND OTHER GOAL SETTING ENCOURAGEMENT

ALLIED UNIVERSAL PROTECTION SERVICES

GLOBAL SECURITY SUPERVISOR, CAMBRIDGE MA - NOVEMBER 2016 – APRIL 2019

- Manage the contracted security and safety services at facility.
- Supervise several global areas accessing safety and interruptions to daily business activities.
- Ensure quality of services is at or above expectations.

SECURITY OFFICER, MERRIMACK NH - MAY 2015 - NOVEMBER 2016

- Obtained Secret Department of Defense Clearance status to work at facility.
- Trained on procedures and process to successfully be part of the team protecting security and safety at facility.

Rockingham County Jail - August 2013 - April 2015
CORRECTIONS OFFICER, BRENTWOOD NH

- Ensure that inmates have a productive and save environment, facilitate activities to enhance inmate profile, attitudes, and communication skills to have best chance of success.
- Maintained discipline and orderly conduct. Resolve conflicts among inmates

- Monitor internal and external perimeters of the institution, making periodic inspections of conditions. Enforced rules and regulations governing the conduct of visitors. Examined packages to be received by inmates.

- Administra CPR and first aid. Investigated and handled emergencies and disorders within the department.

PROBATION & PAROLE OFFICER, STATE OF VERMONT – JAN 2000- MARCH 2013

Court Duties

- Completed a pre-trial assessment of defendant's amenability for community probation, including risk assessment, compilation of criminal history and summary of psychological reports.

- Completed Intensive Confidential Sanction Reports to court based on my investigation into their appropriateness for an Intensive Community-based Substance Abuse group while serving their sentence on a furlough or Supervised Community Sentence status. This report included a sentence recommendation.

- For offenders sentenced to probation, provided the court progress reports recommending that either the probation continue, the probationer be incarcerated or sanctioned for a probation violation, or that his probation end.

Community Protection

- Protect communities by recommending that the court require offenders to complete programs, such as substance abuse, sex offender or anger-management therapy.

- Monitored offenders' attendance in and compliance with these programs. Handle inquiries the public may have regarding probationers under their charge.

Supervision Duties

- Facilitated and co-facilitated community based intensive community-based substance abuse group based on Cognitive-Behavioral Theory for over 10 years.

- Visited probationers and parolee's at work, interview their family members and make home visits.

- Depending on a probationer or parolee's progress, adjusted the level of supervision required or impose probation/parole restrictions, such as additional community service, treatment, restrictive housing, ankle-bracelet monitoring or revocation of probation.

William Robert Lundgren

CORRECTIONS OFFICER, CHESHIRE COUNTY NH — 1997 - 2000
Awarded 2nd Shift Officer of Year in 1998

Awarded Leadership/Teamwork Certificate January 2019 from Allied Universal

Professional Certifications and Training

Licensed New Hampshire and Certified Massachusetts Alcohol and Drug Counselor

Over 550 hours of various criminal justice related trainings including but not limited to;

Advanced Communication Techniques	Advanced Physical Control Techniques
Motivational Interviewing	Best practices in Case Management
Extensive Substance abuse training	Extensive case management and planning

Education:

Merrimack College North Andover , MA – Bachelor's - Psychology – September 2019 -August 2020 current GPA 3.0

New Hampshire Technical Institute - Associates - Criminal Justice - Corrections with Honors GPA 3.42 1996

Reference's :

Provided upon request

Christina M. Minasian Hunt, MS

EDUCATION

09/2011–Present **PsyD (anticipated August 25, 2018)**
Masters of Science – June 1, 2014
Antioch University, New England
40 Avon Street, Keene, NH 03431
Clinical Psychology

01/2002–05/2005 **Bridgewater State College**
131 Summer Street, Bridgewater, MA 02325
Bachelor of Science in Psychology, Cum Laude
Minor in Forensic Psychology

09/2001–12/2001 **Assumption College**
500 Salisbury Street, Worcester, MA 01609
Matriculated in BA and Foundations programs

GRADUATE CLINICAL EXPERIENCE

9/2016-8/25/2018 **Predoctoral Intern**
BHN The Carson Center
Westfield, MA
Supervisors: David Arbeitman, PhD, Francine Lorimer, PsyD, Lisa Rasco, PhD, and Margo Townley, MSW, PsyD

- Provide individual and group therapy in a community mental health center
- Tailor assessment, conduct cognitive and personality testing, and provide feedback to clients
- Concentrations: substance use and dual-diagnosis assessment and treatment, trauma assessment and treatment, DBT program (including group facilitation), and second offender DUI program
- Provide supervision to predoctoral practicum students
- Participation in seminars, supervision, and peer supervision
- Provided the Center with a seminar in basic ASAM criteria assessment
- Lead intern cohort in conducting a program evaluation for the DBT program

8/2015-6/2016 **Psychometrician Extern**
Comprehensive Counseling Connections
Bow, NH
Supervisors: Pamela Gallant, PsyD & Christina Flanders, PsyD

- Conduct cognitive and personality assessments for children and adults
- Score, interpret, and create reports including individualized recommendations for each client
- Consult about technology, including web page development, organization, and program development

7/2014-Present **Substance Abuse Clinician**
Greater Nashua Mental Health Center (GNMHC)
Substance Abuse Services
Nashua, NH
Supervisor: Cynthia Whitaker, Psy.D., MLADC

- Was offered paid employment at the conclusion of my practicum contract and subsequently hired as a clinician
- Increased my understanding of the pharmacology of substances and their impacts on individuals, their families, and social networks
- Independently lead a weekly IOP group
- Complete insurance authorizations for services
- Deliver LADC evaluations and recommend treatment

8/2013-6/2014 **Practicum Student**
Greater Nashua Mental Health Center (GNMHC)
Substance Abuse Services
Nashua, NH
Supervisor: Cynthia Whitaker, Psy.D., M-LADC

- Provide individual and intensive outpatient program (IOP) group therapy to individuals with substance use disorders
- Participated in weekly group and individual supervision with peers and the supervising psychologist
- Conduct court-ordered mental health evaluations that include evidence-based assessment tools, diagnostic impressions, and recommendations

6/2012 – 6/2013 **Practicum Student**
Antioch Psychological Services Center (PSC)
Antioch University New England
Keene, NH
Supervisors: James Fauth, Ph.D. & Susan Hawes, Ph.D.

- Provided therapy for individuals and groups
- Co-facilitated Cognitive Self Change group for individuals with a history of incarceration and/or probation

- Delivered therapy and coordinated treatment for inmates at Cheshire County House of Corrections (CCHOC)
- Trained in and conducted cognitive and personality assessments
- Composed initial contacts, intake interviews, progress notes, termination summaries, letters, etc. for documentation
- Attended to scheduling, payments, and other administrative tasks

RELEVANT EMPLOYMENT HISTORY

12/2007–6/2012 **Community and Family Support Specialist**
Monadnock Family Services
Keene, Peterborough, and Jaffrey, NH
Supervisor: Mark Bromley, Ph.D., LMFT

- Supported older adult clients (60+ years of age) in the community to encourage independence and distress tolerance
- Worked at a high level of autonomy and organization to be in the community without the resources of a daily office-setting
- Collaborated with clients, families, inter-agency providers, and a multidisciplinary treatment team to establish treatment goals and objectives
- Organized and facilitated weekly therapeutic behavioral groups
- Attended regular intra-agency and inter-agency trainings, including Dialectical Behavioral Therapy (DBT), Motivational Interviewing, Treatment Planning, etc.

07/2007–11/2007 **Teacher's Assistant**
South Bay Mental Health, Early Intervention
Brockton, MA
Supervisor: Amy Miner-Fletcher, LMHC, CEID

- Assisted Occupational Therapists/teachers in classrooms for children ages 1–3 deemed to be at-risk for developmental disabilities
- Regularly worked in bilingual (Spanish/English) classes and communicated in Spanish when appropriate
- Independently compiled community resource guide for parents and staff

06/2006–07/2007 **Case Manager**
South Bay Mental Health, Partial Hospital Program
Plymouth, MA
Supervisor: Nicole Costa, MSW, LICSW

- Supported clients (aged 18+) experiencing acute symptoms of a variety of mental illnesses as a step-down or diversion from inpatient hospitalization
- Worked with a multidisciplinary treatment team to coordinate

treatment strategies
- Organized treatment plans, assessments, intakes
- Daily responsibilities included coordinating inter-agency treatment team meetings with clients, their families and outer agency providers, including the Department of Mental Health, Social Security, and local probation departments
- Co-facilitated clinical groups with licensed therapists
- Made regular calls to insurance companies to update status of clients and receive prior authorizations for service

GRADUATE RESEARCH EXPERIENCE

9/2015-3/2016 **Senior Research Assistant**
Center for Behavioral Health Innovation (BHI)
Antioch University New England
Keene, NH – Lowell, MA
Supervisors: George Tremblay, Ph.D. & Megan Edwards, PsyD
- Coordinate with UMass Lowell to perform a second iteration of the Community Readiness Assessment (after having performed the initial CRA in 2012-2013 – see below)
- Interview UML faculty, staff, and students using CRA structured interview
- Code and achieve consensus on scoring with student research assistant
- Compose and present report to Garret Lee Smith Team at UML

11/2013 – 3/2018 **Program Evaluator**
Hillsborough South County Adult Drug Court
Hillsborough South Country Superior Court
Nashua, NH
- Function as an evaluation consultant to the drug court development team as they began to establish a new drug court
- Attended local and distant meetings and conferences held by the National Association of Drug Court Professionals (NADCP)

9/2012 – 5/2013 **SAMHSA Garrett Lee Smith Project Coordinator**
Center for Research on Psychological Practices (CROPP)
Antioch University New England
Keene, NH – Lowell, MA
Supervisors: George Tremblay, Ph.D.
- Functioned as evaluation team member and liaison between CROPP and UMass Lowell (UML) as UML prepared to implement a suicide-prevention program
- Prepared variety of documents, including IRB applications, informed consent dialogs, interview scripts, letters, etc.
- Adapted Community Readiness Assessment (CRA) tool for suicide

prevention at UML
- Conducted and coded a series of CRA interviews with UML campus representatives (from faculty, staff, administration, students, etc.)
- Co-authored and presented an evaluation report to UML team

UNDERGRADUATE INTERNSHIP & RESEARCH EXPERIENCE

01/2005–05/2005 **Intern**
Department of Probations and Drug Court Program
Cambridge District Court
Cambridge, MA
Supervisor: Marie Burke
- Observed and conducted basic administrative and courtroom procedures
- Attended weekly Drug Court rehabilitation program sessions to review the status of participants in the drug-court program
- Initiated, completed and presented a brief program evaluation for the Drug Court

08/2004–05/2005 **Student Research Associate**
Massachusetts Aggression Reduction Center (MARC)
Bridgewater State College, Bridgewater MA
Supervisor: Elizabeth Kandel-Englander, Ph.D.
- Selected by Dr. Englander to assist in establishing MARC (http://webhost.bridgew.edu/marc/), a state-funded program instituted to provide anti-bullying and anti-cyberbullying programs to K-12 students in order to take charge of the growing aggression and bullying problems in schools

ADDITIONAL CLINCIAL & PROFESSIONAL TRAINING

10/2017 **Cognitive Processing Therapy for PTSD**
- Training provided by CPT for PTSD developers
- Training focused on the development, research, and refinement of the most updated CPT model
- Emphasis was placed on providing CPT to military personnel and civilians
- Introduced use of CPT in group settings

12/7/2015 **Military Culture Training for NH Service Providers**
- Training focused on military organization, military culture, reintegration of veterans, stigma associated with veterans
- Topics will also cover deployment cycles, PTSD, TBI, and military family challenges

10/6-7/2015	**Matrix Model Training** • The Matrix model is a cognitive-behavioral, evidence-based model that was designed to treat individuals with substance use disorders. • Instructed in the Matrix model, its implementation, and its fidelity assessment by the Matrix Institute • Learned both the Basic Core and Criminal Settings Matrix models
10/2-3/2014	**New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet – Facing Complex Issues** • Seminars focused on research, program evaluation, ethics, and addiction • Collaborated with the Hillsborough County Adult Drug Court team about programmatic changes consistent with new research
10/1-2/2014	**New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet** • Attended seminars focused on research, administration of incentives and sanctions, inclusion of Vivitrol in drug courts, MRT, and assessment for drug court participant's needs
9/3/2015	**New Hampshire Specialty Courts 6th Annual Conference** • Attended seminars focused on research, addictions, treatment, distinguishing the multiple roles of drug court team members, and including trauma-informed care in drug court treatment
9/5/2014	**New Hampshire Specialty Courts 5th Annual Conference** • Attended seminars focused on the drug court model, relapse prevention, medically-assisted treatment in drug court, and contingency management
7/11-13/2014	**The Albert Ellis Institute: 3-Day Primary Certificate Practicum in Rational Emotive Behavior Therapy (REBT) and Cognitive Behavior Therapy** • Received instruction in the history, conceptualization, and practice of REBT • Learned the ABC model of REBT • Participated in small-group peer-supervision sessions • Practiced REBT in brief individual sessions with other trainees in the small-group supervision groups • Provided and received feedback in the peer supervision group
9/13/2013	**New Hampshire Specialty Courts 4th Annual Conference** • Attended seminars introducing Veteran's Courts, the drug court model, and treating co-occurring disorders
4/19/2012	**Trauma Informed Care: Trauma and Its Neurobiological Effects, Self-Regulatory Tools, Trauma Recovery, and Healing Through the Arts (SAMHSA)** • Presentation focused on the physiological effects of trauma • Discussed evidence-based treatment options that respond to the physiological effects of trauma

PUBLICATIONS

7/14/2015 **Another View – A drug court for Manchester is a good investment**
New Hampshire Union Leader
Editorial Submission
- Published an editorial in response to the Manchester county legislation's decision to not fund a drug court
- Advocated that drug courts promote public safety, public health, and humanitarian efforts, and are cost effective.
- Available at: www.unionleader.com/apps/pbcs.dll/article?AID=%2F20150715%2FOPINION02%2F150719544&source=RSS

3/12/2018 **Dissertation: Fidelity Assessment of the Hillsborough South County Drug Court**
Chair: George Tremblay, Ph.D.
Committee Members: Cynthia Whitaker, PsyD and Dion Dennis, PhD
- Completed a mixed methods fidelity assessment to investigate the court's adherence to the Ten Key Components (NADCP, 1997) and Best Practice Standards (NADCP, 2013)
- Implemented Utilization-Focused Evaluation methodology (Patton, 2012)
- This research is being used by the court to inform their practices as they develop their program.

SCHOLARSHIPS, MEMBERSHIPS, AND AWARDS

In process **NH Master Licensed Alcohol and Drug Counselor**
Application pending

09/2014-Present **APA Division 12: Society of Clinical Psychology**

09/2013- 5/2015 Graduate Student Affiliate
Support Group for Ethnic and Racial Diversity (SERD)
Member
Chair – Genocide Awareness Committee
- Co-authored and delivered a lecture with a fellow student to first-year students about modern genocide and transgenerational trauma

09/2011– 05/2012 **Jonathan Daniels Scholarship**

05/2012- Present **American Psychological Association**
Graduate Student Affiliate

03/2012 – Present **New Hampshire Psychological Association**
Graduate Student Affiliate

Community Council of Nashua, NH DBA/
GREATER NASHUA MENTAL HEALTH

Key Personnel Sheet

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Coordinator/Clinical Supervisor	$63,003	5%	$3,150
TBD	Administrative Support (20 hours)	$18,720	100%	$18,720
TDB	IT Support (1 hour)	$37,440	3%	$936
TBD	SUD Case Manager	$39,998	100%	$39,998
TBD	SUD Certified Recovery Support Worker (CRSW)	$39,998	100%	$39,998
Eileen Fiori	SUD Therapist (24 hours)	$38,155	0%	$0
Angela Dunham	SUD Therapist	$44,678	0%	$0
William Lundgren	SUD Therapist (12 hours)	$13,403	0%	$0
Lucille Care	SUD Therapist	$55,848	0%	$0
Christina Minasian-Hunt	Clinical Supervisor	$61,152	0%	$0
Denielle Aldridge	SUD Therapist	$51,833	0%	$0