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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

Lori A. Shibinette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

April 7, 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, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a **Sole Source** amendment to an existing contract with New Hampshire Alcohol and Drug Abuse Counselor Association d/b/a New Hampshire Training Institute on Addictive Disorders (VC#170428-B001), Concord, New Hampshire for training, education and programming for the Alcohol and Other Drug Continuum of Care workforce, by increasing the price limitation by $135,000 from $461,900 to $596,900 with no change to the contract completion date of June 30, 2022 effective upon Governor and Council approval. 51.05% Federal Funds. 12.05% General Funds. 36.90% Other Funds (Governor Commission).

The original contract was approved by Governor and Council on August 26, 2020, item #16.

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the price limitation is increasing by more than 10% of the original contract amount with no change to the contract completion date. The additional Substance Abuse and Mental Health Services Administration State Opioid Response grant funding was not awarded to the Department in time to neither include the additional grant funding in the original contract, nor competitively procure. The additional education and training components in the amendment are being added to services that the Contractor is currently providing.

The purpose of this request is to provide additional high-quality competency and skills-based professional development activities that address the needs of the State's Alcohol and Other Drug Continuum of Care system workforce.

New Hampshire lacks the workforce capacity to provide needed Alcohol and Other Drug Continuum of Care system workforce prevention; early-intervention; treatment; and recovery support services to meet the growing need for services. High turnover rates; worker shortages;

an aging workforce; inadequate compensation; and stigma have created a workforce crisis in the field. The continued improvement and transformation of the Alcohol and Other Drug Continuum of Care system and integration with primary and behavioral healthcare depend entirely on a workforce that is adequate in size, as well as trained and supported, to meet the needs of individuals who seek substance use disorder treatment services.

The Contractor provides training to the Partnership for Success workforce, which includes Student Assistance and Substance Misuse Prevention professionals. The Contractor also provides the scholarships to national training events for the Partnership for Success workforce. The Contractor will also be conducting a two (2)-day virtual symposium on State Opioid Response grant-related topics at no cost to all registrants.

The Department will monitor contracted services using post-event surveys and monthly progress reports.

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

Should the Governor and Council not authorize this request, vital high-quality training events will not occur, leaving an already under capacity and compromised workforce with fewer opportunities for growth and learning. The missed opportunities would be detrimental to the delivery of services and supports to individuals and families impacted by substance misuse.

Area served: Statewide

Source of Funds: CFDA # 93,243 FAIN SP020796 and CFDA #93.788 FAIN TI081685

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	$110,119	$0	$110,119
2022	102-500731	Contracts for Prog Svc	92058501	$110,119	$0	$110,119
			Subtotal	***$220,238***	***$0***	***$220,238***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92057501	$105,831	$0	$105,831
2022	102-500731	Contracts for Prog Svc	92057501	$105,831	$0	$105,831
			Subtotal	***$211,662***	***$0***	***$211,662***

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PARTNERSHIP FOR SUCCESS GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92052407	$15,000	$10,000	$25,000
2022	102-500731	Contracts for Prog Svc	92052407	$0	$0	$0
			Subtotal	***$15,000***	***$10,000***	***$25,000***

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, NH STATE OPIOID RESPONSE GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92057040	$15,000	$0	$15,000
2021	102-500731	Contracts for Prog Svc	92057046	$0	$25,708	$25,708
2022	102-500731	Contracts for Prog Svc	92057046	$0	$99,292	$99,292
2022	102-500731	Contracts for Prog Svc	92057048	$0	$0	$0
2022	102-500731	Contracts for Prog Svc	TBD	$0	$0	$0
			Subtotal	***$15,000***	***$125,000***	***$140,000***
			Total	**$461,900**	**$135,000**	**$596,900**

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

This Amendment to the Training for Alcohol and Other Drug (AOD) Workforce contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Alcohol and Drug Abuse Counselor Association d/b/a New Hampshire Training Institute on Addictive Disorders ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2020, (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $596,900.

2. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.2., Paragraph 1.2.2., Subparagraph 1.2.2.1., Part 1.2.2.1.1., to read:

   1.2.2.1.1. A minimum of 64 live, professional development training events with in-person and virtual attendance options, that include, but are not limited to skill building practice series and targeted training for emerging issues, with at least six (6) events being offered in the northern regions of NH.

3. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.2., Paragraph 1.2.2, Subparagraph 1.2.2.2., Part 1.2.2.2.1., to read:

   1.2.2.2.1. A minimum of 59 live, professional development training events with in-person and virtual attendance options, that include, but are not limited to skill building practice series and targeted training for emerging issues, with at least six (6) events being offered in the northern regions of NH.

4. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.15., to read:

   1.15. The Contractor shall administer a process to award scholarships through September 30, 2021, to individuals for whom cost to attend SOR-funded trainings and/or SOR-related training events is a barrier; ensuring final determination of awards are approved by the Department.

5. Modify Exhibit B, Scope of Services, Section 1, Statement of Work by adding Subsection 1.23 to read:

   1.23. The Contractor shall conduct a two-day virtual symposium for up to 350 participants. The Contractor shall:

   1.23.1. Ensure each day of the virtual symposium has a duration of at least three (3) hours;

   1.23.2. Collaborate with the Department to determine training topics.

   1.23.3. Collaborate with the Department to identify and obtain qualified presenters for

both days.

1.23.4 Market the two-day symposium.

1.23.5. Manage session content.

1.23.6. Provide all logistics for the event.

1.23.7. Ensure the event is available at no cost to all registrants.

1.23.8. Ensure the event takes place before September 30, 2021.

6. Modify Exhibit C, Payment Terms, Section 3., to read:

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, Amendment #1 Budget through Exhibit C-2, Amendment #1 Budget.

3.1 Payment for Partnership for Success grant activities referenced in Exhibit B, Scope of Services, Section 1, Statement of Work, Paragraph 1.1.2. shall be on a cost reimbursement basis for allowable activities through June 30, 2021.

3.2. Payment for NH State Opioid Response grant activities referenced in Exhibit B, Scope of Services, Section 1, Statement of Work, Paragraph 1.1.3. shall be on a cost reimbursement basis for allowable activities through September 29, 2021.

7. Modify Exhibit C-1, Budget by replacing it in its entirety with Exhibit C-1, Amendment #1 Budget, which is attached hereto and incorporated by reference herein..

8. Modify Exhibit C-2, Budget by replacing it in its entirety with Exhibit C-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/7/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C83442...
Name: Katja Fox
Title: Director

New Hampshire Alcohol and Drug Abuse Counselor Association d/b/a New Hampshire Training Institute on Addictive Disorders

4/7/2021
Date

DocuSigned by:
C16A41D3D0F5492...
Name: Linda Brewer
Title: President BOD

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

OFFICE OF THE ATTORNEY GENERAL

4/8/2021
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Amendment #1
Budget

New Hampshire Department of Health and Human Services

NH Alcohol & Drug Abuse Counselors Association
Bidder/Program Name: d/b/a New Hampshire Training Institute on Addictive Disorders

Budget Request for: Training for Alcohol and Other Drug Workforce

Budget Period: SFY2021 July 1, 2020-June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 157,399.00	$ -	$ 157,399.00	$ 57,000.00	$ -	$ 57,000.00	$ 100,399.00	$ -	$ 100,399.00
2. Employee Benefits	$ 34,628.00	$ -	$ 34,628.00	$ 12,540.00	$ -	$ 12,540.00	$ 22,088.00	$ -	$ 22,088.00
3. Consultants	$ 48,550.00	$ -	$ 48,550.00	$ 14,000.00	$ -	$ 14,000.00	$ 34,550.00	$ -	$ 34,550.00
4. Equipment:									
Rental	$ 100.00	$ -	$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Repair and Maintenance	$ 100.00	$ -	$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Purchase/Depreciation	$ 3,000.00	$ -	$ 3,000.00	$ 2,400.00	$ -	$ 2,400.00	$ 600.00	$ -	$ 600.00
5. Supplies:									
Educational	$ 1,840.00	$ -	$ 1,840.00	$ 400.00	$ -	$ 400.00	$ 1,440.00	$ -	$ 1,440.00
Lab									
Pharmacy									
Medical									
Office	$ 2,610.00	$ -	$ 2,610.00	$ 1,410.00	$ -	$ 1,410.00	$ 1,200.00	$ -	$ 1,200.00
6. Travel	$ 6,370.00	$ -	$ 6,370.00	$ 2,500.00	$ -	$ 2,500.00	$ 3,870.00	$ -	$ 3,870.00
7. Occupancy	$ 28,300.00	$ -	$ 28,300.00	$ 15,300.00	$ -	$ 15,300.00	$ 13,000.00	$ -	$ 13,000.00
8. Current Expenses									
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 700.00	$ -	$ 700.00	$ 800.00	$ -	$ 800.00
Postage	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	$ -	$ 200.00
Subscriptions	$ 2,553.00	$ -	$ 2,553.00	$ 150.00	$ -	$ 150.00	$ 2,403.00	$ -	$ 2,403.00
Audit and Legal	$ 1,400.00	$ -	$ 1,400.00	$ 600.00	$ -	$ 600.00	$ 800.00	$ -	$ 800.00
Insurance	$ 3,600.00	$ -	$ 3,600.00	$ 1,200.00	$ -	$ 1,200.00	$ 2,400.00	$ -	$ 2,400.00
Board Expenses									
9. Software	$ 250.00	$ -	$ 250.00	$ 50.00	$ -	$ 50.00	$ 200.00	$ -	$ 200.00
10. Marketing/Communications	$ 5,700.00	$ -	$ 5,700.00	$ 3,200.00	$ -	$ 3,200.00	$ 2,500.00	$ -	$ 2,500.00
11. Staff Education and Training	$ 1,300.00	$ -	$ 1,300.00	$ 500.00	$ -	$ 500.00	$ 800.00	$ -	$ 800.00
12. Subcontracts/Agreements	$ 19,000.00	$ -	$ 19,000.00	$ 7,000.00	$ -	$ 7,000.00	$ 12,000.00	$ -	$ 12,000.00
13. Other (specific details mandatory):									
CE Applications	$ 475.00	$ -	$ 475.00	$ 75.00	$ -	$ 75.00	$ 400.00	$ -	$ 400.00
Food/Venue Rental	$ 2,575.00	$ -	$ 2,575.00	$ 2,275.00	$ -	$ 2,275.00	$ 300.00	$ -	$ 300.00
Participant Portal/LMS hosting	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Scholarships	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Data Security	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
BDAS Skill-Building Targeted	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -	$ 6,000.00	$ -	$ 6,000.00
PFS Targeted	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00	$ -	$ 25,000.00
SOR Admin	$ 5,708.00	$ -	$ 5,708.00	$ -	$ -	$ -	$ 5,708.00	$ -	$ 5,708.00
SOR Targeted	$ 11,000.00	$ -	$ 11,000.00	$ -	$ -	$ -	$ 11,000.00	$ -	$ 11,000.00
SOR Scholarships	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
SOR Subcontracts/Agreements	$ 19,000.00	$ -	$ 19,000.00	$ -	$ -	$ -	$ 19,000.00	$ -	$ 19,000.00
TOTAL	$ 406,658.00	$ -	$ 406,658.00	$ 125,000.00	$ -	$ 125,000.00	$ 281,658.00	$ -	$ 281,658.00

Indirect As A Percent of Direct 0.0%

Contractor Initials LB
Date 4/7/2021

Exhibit C-2 Amendment #2
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NH Alcohol & Drug Abuse Counselors Association d/b/a New Hampshire Training Institute on Addictive Disorders

Budget Request for: Training for Alcohol and Other Drug Workforce

Budget Period: SFY2022 July 1, 2021-June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 168,874.00	$ -	$ 168,874.00	$ 57,000.00	$ -	$ 57,000.00	$ 111,874.00	$ -	$ 111,874.00
2. Employee Benefits	$ 37,153.00	$ -	$ 37,153.00	$ 12,540.00	$ -	$ 12,540.00	$ 24,613.00	$ -	$ 24,613.00
3. Consultants	$ 37,550.00	$ -	$ 37,550.00	$ 18,000.00	$ -	$ 18,000.00	$ 19,550.00	$ -	$ 19,550.00
4. Equipment:									
Rental	$ 100.00	$ -	$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Repair and Maintenance	$ 100.00	$ -	$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Purchase/Depreciation	$ 3,000.00	$ -	$ 3,000.00	$ 2,400.00	$ -	$ 2,400.00	$ 600.00	$ -	$ 600.00
5. Supplies:									
Educational	$ 2,340.00	$ -	$ 2,340.00	$ 900.00	$ -	$ 900.00	$ 1,440.00	$ -	$ 1,440.00
Lab									
Pharmacy									
Medical									
Office	$ 2,110.00	$ -	$ 2,110.00	$ 910.00	$ -	$ 910.00	$ 1,200.00	$ -	$ 1,200.00
6. Travel	$ 7,370.00	$ -	$ 7,370.00	$ 2,500.00	$ -	$ 2,500.00	$ 4,870.00	$ -	$ 4,870.00
7. Occupancy	$ 29,300.00	$ -	$ 29,300.00	$ 15,300.00	$ -	$ 15,300.00	$ 14,000.00	$ -	$ 14,000.00
8. Current Expenses									
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 700.00	$ -	$ 700.00	$ 800.00	$ -	$ 800.00
Postage	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	$ -	$ 200.00
Subscriptions	$ 2,553.00	$ -	$ 2,553.00	$ 150.00	$ -	$ 150.00	$ 2,403.00	$ -	$ 2,403.00
Audit and Legal	$ 1,400.00	$ -	$ 1,400.00	$ 600.00	$ -	$ 600.00	$ 800.00	$ -	$ 800.00
Insurance	$ 3,600.00	$ -	$ 3,600.00	$ 1,200.00	$ -	$ 1,200.00	$ 2,400.00	$ -	$ 2,400.00
Board Expenses									
9. Software	$ 250.00	$ -	$ 250.00	$ 50.00	$ -	$ 50.00	$ 200.00	$ -	$ 200.00
10. Marketing/Communications	$ 5,700.00	$ -	$ 5,700.00	$ 3,200.00	$ -	$ 3,200.00	$ 2,500.00	$ -	$ 2,500.00
11. Staff Education and Training	$ 1,300.00	$ -	$ 1,300.00	$ 500.00	$ -	$ 500.00	$ 800.00	$ -	$ 800.00
12. Subcontracts/Agreements	$ 15,000.00	$ -	$ 15,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 12,000.00	$ -	$ 12,000.00
13. Other (specific details mandatory):									
CE Applications	$ 475.00	$ -	$ 475.00	$ 75.00	$ -	$ 75.00	$ 400.00	$ -	$ 400.00
Food/Venue Rental	$ 2,575.00	$ -	$ 2,575.00	$ 2,275.00	$ -	$ 2,275.00	$ 300.00	$ -	$ 300.00
Particpant Portal/LMS hosting	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Scholarships	$ 12,000.00	$ -	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00	$ -	$ 12,000.00
Data Security	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
BDAS Skill-Building Targeted	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
PFS Targeted	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SOR Admin	$ 8,679.00	$ -	$ 8,679.00	$ -	$ -	$ -	$ 8,679.00	$ -	$ 8,679.00
SOR Purch/Depreciation	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
SOR Occupancy	$ 1,664.00	$ -	$ 1,664.00	$ -	$ -	$ -	$ 1,664.00	$ -	$ 1,664.00
SOR Marketing/Communications	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
SOR Targeted	$ 18,649.00	$ -	$ 18,649.00	$ -	$ -	$ -	$ 18,649.00	$ -	$ 18,649.00
SOR Scholarships	$ 23,000.00	$ -	$ 23,000.00	$ -	$ -	$ -	$ 23,000.00	$ -	$ 23,000.00
SOR Contracts/Agreements	$ 45,000.00	$ -	$ 45,000.00	$ -	$ -	$ -	$ 45,000.00	$ -	$ 45,000.00
TOTAL	$ 440,242.00	$ -	$ 440,242.00	$ 125,000.00	$ -	$ 125,000.00	$ 315,242.00	$ -	$ 315,242.00

Indirect As A Percent of Direct 0.0%

Contractor Initials LB

Date 4/7/2021

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 26, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **89242**

Certificate Number: **0005341892**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2021.

William M. Gardner

Secretary of State

State of New Hampshire

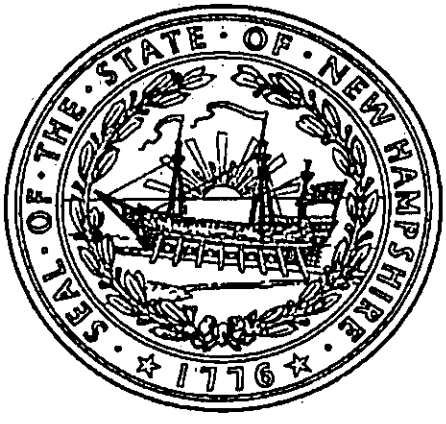
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE TRAINING INSTITUTE ON ADDICTIVE DISORDERS is a New Hampshire Trade Name registered to transact business in New Hampshire on October 22, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **637806**

Certificate Number: **0005341907**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, Christine McKenna ; 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 New Hampshire Alcohol & Drug Abuse Counselors Association.
(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 January 28, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Linda Brewer, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Alcohol & Drug Abuse Counselors Association to enter into
(Name of Corporation/ LLC)

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

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

Dated: 04.07.2021

Christine M. McKenna
Signature of Elected Officer
Name: Christine McKenna
Title: Board Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2021

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 Byse Insurance - Laconia 208 Union Avenue Laconia NH 03246	CONTACT NAME: Loretta Snell PHONE (A/C, No, Ext): (800) 639-2973 FAX (A/C, No): (603) 524-0748 E-MAIL ADDRESS: Loretta@hpminsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CNA Insurance		
INSURED NH Alcohol & Drug Abuse Counselors Association NH Training Institute on Addictive Disorders 130 Pembroke Road, Suite 100 CONCORD NH 03301	INSURER B : Travelers Property Casualty Co of America (A/R)		
	INSURER C : Citizens of Illinois		10714
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: CL2063030576 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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6025655757	06/30/2020	06/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG BAIL	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6JUB0413N90820	05/03/2020	05/03/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
C	Misc Professional Liability			LHVH29508300	06/30/2020	06/30/2021	Per Occurrence Aggregate Deductible	1,000,000 3,000,000 1,000

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

Work performed during policy period. States for which statutory Workers Compensation is provided: NH

CERTIFICATE HOLDER

State of NH 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

Lisa M Lent

New Hampshire Alcohol & Drug Abuse Counselors Association
New Hampshire Training Institute on Addictive Disorders
130 Pembroke Road, Suite 100, Concord, NH 03301
603-225-7060 NHADACA.ORG

Mission Statement

NHADACA's mission is to provide quality education, workforce development, advocacy, ethical standards and leadership for addiction professionals. We empower efforts in prevention treatment and recovery.

NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION

FINANCIAL STATEMENTS

DECEMBER 31, 2019 and 2018

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 NORTH STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
New Hampshire Alcohol and Drug Abuse Counselors Association
Concord, New Hampshire 03301

We have audited the accompanying financial statements New Hampshire Alcohol and Drug Abuse Counselors Association's (the Association), which comprise the statement of financial position as of December 31, 2019 and the related statement of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Alcohol and Drug Abuse Counselors Association as of December 31, 2019 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited New Hampshire Alcohol and Drug Abuse Counselors Association's 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated April 18, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
May 12, 2020

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2019 WITH COMPARATIVE TOTALS FOR 2018
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2019	2018
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	$ 178,044	$ 31,608	$ 209,652	$ 191,679
Accounts receivable	980	-	980	7,364
Prepaid expense	6,104	-	6,104	6,180
	185,128	31,608	216,736	205,223
FURNITURE AND EQUIPMENT, at cost	76,552	-	76,552	66,570
Less accumulated depreciation	(61,170)	-	(61,170)	(53,149)
	15,382	-	15,382	13,421
LONG TERM ASSETS				
Security deposit	2,800	-	2,800	2,800
Total Assets	203,310	31,608	234,918	221,444
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accrued expenses	1,431	-	1,431	3,357
	1,431	-	1,431	3,357
NET ASSETS				
Without donor restrictions	201,879	-	201,879	183,016
With donor restrctions	-	31,608	31,608	35,071
	201,879	31,608	233,487	218,087
Total liabilities and net assets	$ 203,310	$ 31,608	$ 234,918	$ 221,444

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH COMPARATIVE TOTALS FOR 2018
See Independent Auditors' Report

	2019			2018
	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total	Total
Revenue				
Grant revenue	$ 511,034	$ 18,586	$ 529,620	$ 418,268
Contributions, in-kind	8,555	-	8,555	11,150
Training fees	145,258	-	145,258	106,277
Co-sponsorships	2,500	-	2,500	8,184
Membership fees	7,104	-	7,104	8,711
Merchandise sales, net of direct costs of $0	50	-	50	111
Other revenue	4,404	-	4,404	889
Total revenues	678,905	18,586	697,491	553,590
Net assets released from donor imposed restrictions	31,608	(31,608)	-	-
Expenses				
Program expenses	652,568	-	652,568	513,866
Administrative expenses	24,340		24,340	20,875
Fundraising	5,183	-	5,183	2,384
Total expenses	682,091	-	682,091	537,125
Increase (Decrease) in net assets	18,863	(3,463)	15,400	16,465
Net assets, beginning of year	183,016	35,071	218,087	201,622
Net assets, end of year	$ 201,879	$ 31,608	$ 233,487	$ 218,087

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018
See Independent Auditors' Report

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ 15,400	$ 16,465
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Disposal of furniture & equipment	-	2,189
Depreciation	8,021	8,916
(Increase) decrease in operating assets:		
Accounts receivable	6,384	2,165
Prepaid expenses	76	(1,171)
Increase (decrease) in operating liabilities:		
Accrued expenses	(1,926)	3,357
Net cash provided by operating activities	27,955	31,921
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash paid for furniture & equipment	(9,982)	(3,105)
Net cash (used) by investing activities	(9,982)	(3,105)
Net increase in cash and cash equivalents	17,973	28,816
Cash and cash equivalents, beginning of year	191,679	162,863
Cash and cash equivalents, end of year	$ 209,652	$ 191,679

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018
See Independent Auditors' Report

	2019	2018
SUPPLEMENTARY SCHEDULE OF CASH FLOW INFORMATION		
In-kind contributions	$ 8,555	$ 11,150
Non-cash contributions	$ -	$ 81

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

SCHEDULE OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2019 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED DECEMBER 31, 2018
See Independent Auditors' Report

	Program Services	Management and General	Fundraising	Total 2019	Total 2018
Salaries and wages	$ 260,092	$ 16,602	$ -	$ 276,694	$ 222,007
Employee benefits	21,434	1,368	-	22,802	32,573
Payroll taxes	20,697	1,321	-	22,018	17,437
Scholarships/sponsorships	24,311	-	-	24,311	8,765
Legal and accounting fees	9,314	594	-	9,908	9,449
Professional services	108,987	-	-	108,987	86,161
Trainer fees	72,435	-	-	72,435	47,431
Conferences and meetings	20,411	-	-	20,411	14,915
Insurance	4,071	260	-	4,331	4,334
Travel expenses	38,944	-	-	38,944	26,592
Office supplies and expenses	16,567	1,057	-	17,624	7,499
Postage	631	-	-	631	43
Telephone	1,656	106	-	1,762	1,680
Education	320	-	-	320	520
Marketing & communication	5,183	-	5,183	10,366	4,768
Bank and credit card fees	20	-	-	20	-
Board expenses	2,389	153	-	2,542	2,684
Occupancy expenses	34,968	2,232	-	37,200	37,200
Depreciation	7,540	481	-	8,021	11,105
Miscellaneous expenses	2,598	166	-	2,764	1,962
	$ 652,568	$ 24,340	$ 5,183	$ 682,091	$ 537,125

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 and 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

New Hampshire Alcohol and Drug Abuse Counselors Association's (the Association) mission is to provide quality education, workforce development, advocacy, ethical standards and leadership for addiction professionals. The Association empowers efforts in prevention, treatment and recovery. The Association is supported primarily through private funding and public support.

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

Basis of Presentation

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

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

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

Cash equivalents

For purposes of reporting cash flows, the Association considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited by Board designation or restriction. At December 31, 2019 and 2018, the Association had no cash equivalents.

Support and revenue

The Association receives support primarily through a single grant from the State of New Hampshire. The Association would likely be unable to continue the scope of operations conducted in 2019 and 2018 in the absence of this or similar funding.

Donated Materials and Services

The Association records the value of donated goods and services when there is an objective basis available to measure their value. For the years ended December 31, 2019 and 2018, in-kind contributions were $8,555 and $11,150, respectively. The Association also received $0 and $81 in non-cash contributions for the years ended December 31, 2019 and 2018, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equipment
Equipment is recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restriction support. In the absence of such stipulation, contributions of equipment are recorded as net assets without donor restriction support. The Association depreciates equipment over a 5-7 year useful life using the straight-line method. Depreciation expense was $8,021 and $11,105 for the years ended December 31, 2019 and 2018. Equipment purchases with a cost under $500 are not capitalized.

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

Functional allocation of items
The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

Use of estimates
The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Comparative Financial Information:
The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Association's financial statements for the year ended December 31, 2018, from which the summarized information was derived.

Financial Instruments:
The carrying value of cash and cash equivalents, accounts receivable, prepaid expense and accrued expenses are stated at carrying cost at December 31, 2019 and 2018, which approximates fair value due to the relatively short maturity of these instruments.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cost Allocation

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

New Accounting Pronouncement

During the year ended December 31, 2018, the Association adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016- 14—Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016- 14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions.

NOTE 2 COMMITMENTS AND CONTINGENCIES

The Association receives a substantial amount of its support from government agencies. A significant reduction in the level of this support, if this were to occur, may have an effect on the Association's programs and activities. Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. Although the return of funds is a possibility, the board of directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

Approximately 67% and 61% of total support was derived from a single grant from the State of New Hampshire for years ended December 31, 2019 and 2018, respectively.

NOTE 3 SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 12, 2020, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 4 CONCENTRATION OF RISK

The Association maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Association may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Association. At December 31, 2019 and 2018 the Association had no uninsured cash balances.

NOTE 5 FAIR VALUE MEASUREMENTS

Fair values of assets measured on a recurring basis at December 31 were as follows:

			Other Unobservable Inputs
2019		Fair Value	Level (2)
	Accounts receivable	$ 980	$ 980
2018			
	Accounts receivable	$ 7,364	$ 7,364

The fair value of the accounts receivable are estimated at the present value of expected future cash flows.

NOTE 6 LEASE COMMITMENT

On December 19, 2013 the Association signed a lease agreement for office space in Concord, NH. The term of the agreement is a six-year lease beginning March 1, 2014 and commencing on February 29, 2020. An addendum to the lease was signed with a term of two years beginning March 1, 2020 and commencing on February 28, 2022. Total rent related to this lease was $37,200 and $37,200 during the years ended December 31, 2019 and 2018, respectively.

Future minimum rental requirements for the years ended December 31 are:

2020	$39,200
2021	39,600
2022	6,600
Total	$ 85,400

NOTE 7 COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of December 31, 2019 and 2018 in the amount of $1,431 and $3,357, respectively.

NOTE 8 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Association has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Association's primary sources of support are grants and training fees. Most of that support is held for the purpose of supporting the Association's budget. The Association had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	2019	2018
Cash and cash equivalents	$ 209,652	$ 191,679
Accounts receivable	980	7,364
Less amounts subject to donor imposed restriction	(22,049)	(35,071)
	$ 188,583	$ 163,972

NOTE 9 BOARD DESIGNATED NET ASSETS

The Association has net assets designated for various future projects and events. These funds are comprised of the following as of December 31:

	2019	2018
Cash reserve account	$ 15,301	$ 15,0781

NOTE 10 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposed or periods at December 31:

Subject to expenditure for specific purpose:	2019	2018
BRSS TACs Contract	$3,758	$3,758
Bank of NH Grant	4,185	4,720
JSI 8790 contract	3,863	3,863
Hypertherm Hope Grant	6,500	-0-
NHCF	500	-0-
Meredith Savings Bank	3,177	-0-
Dobles Foundation	9,279	15,000
Harvard Pilgrim	-0-	5,000
Macoma Bank	-0-	1,000
Lamprey Health Care	-0-	1,499
Train it forward	346	230
Total net assets with donor restrictions	$31,608	$35,070

NHADACA Board List January 2020

Member	Board Position	Business Address	Email address	Business Phone
Linda Brewer	President	State of NH EAP 129 Pleasant Street, Concord, NH 03301		603-271-8947 603-393-6292
Diana Gibbs	At Large Representative	North Country Health Consortium 262 Cottage St. Ste 230 Littleton, NH 03561		603-259-4871 603-259-3700 x222
Christopher Foster	Seacoast Representative	Corporate Office Amatus Health 10019 Reisterstown Rd #301, Owings Mills, MD 21117		410-469-8889
Christine McKenna	Secretary	GNCA/Keystone Hall 133 Epping Road, Unit B Exeter, NH 03833		603-658-0188
Alexandra Hamel	Immediate Past President	Keystone Hall 615 Amherst St, Nashua, NH 03063		603-816-3105
Doreen Boutin	Southern Representative	Easter Seals/Farnum Center 140 Queen City Ave., Manchester, NH 03103		603-263-3610
Angela Jones	North Country Representative	PO Box 445 Franconia, NH 03580		603-616-2019
William Keating	At Large Representative	Seacoast Mental Health Center 1145 Sagamore Avenue Portsmouth, NH 03801		603- 828-7783
Meredith Senter	Central Representative	Catholic Medical Center 8100 McGregor St. Manchester, NH 03102		603-663-8072
Elena VanZandt	Connecticut Valley Representative	HALO Educational Systems 44 Roberts Rd Canaan, NH 03741		603-523-8804
vacant	At Large Representative			
Lindsey Ducharme	Treasurer	Horizons Counseling Center 25 Country Club Road, Ste 705 Gilford, NH 03249		603-865-7653
Diane Fontneau	President Elect	Seacoast Mental Health Center 1145 Sagamore Avenue Portsmouth, NH 03801		603-957-5825
Kimbly Wade	Lakes Region Representative	Partnership for Public Health 67 Water Street, Suite 105 Laconia, NH 03246		603-707-5867
Amy Casey	Student Representative	Plymouth State University Student Plymouth, NH 03264		none

Foad Afshar

Ed.M., Psy.D. LCMHC

NH Licensed Independent Mental Health #473
NH Certified School Psychologist, School Counselor and School Principal

Authorized to work in the US for any employer

Work Experience

Part time Faculty

New England College Masters in Mental Health Program - Henniker, NH
July 2019 to Present

Teach Masters Level students seeking licensure as a Mental Health Counselor in the area of Clinical Intervention and Interviewing Skills. Online with weekly synchronous class via Zoom. Provide appropriate and timely feedback. Conduct mock clinical interviews and demonstrations. Use Blackboard and Navigate as the EMS platform.

Mental Health Practice Consultant/Executive Coach

Afshar Consulting - Manchester, NH
April 2017 to Present

Provide executive and personal coaching, practice management consultation and training to professionals and individuals seeking to enhance their success, achieve their personal and professional goals and improve soft skills.

Adjunct Professor

New England College Institute of Art & Design
September 2007 to Present

Design and teach graduate courses in psychology including Educational Psychology, Creativity and the Brain, User Interface Design and and Design Thinking. Use Canvas, Navigate, Blackboard and SCAN as EMS platforms. Provide timely feedback to students and consult with department chairs and other faculty on curricular and instructional issues.

Founder and President

CLEER Institute - Concord, NH
May 2003 to May 2015

- Paneled Provider of a full range of clinical services including assessment, psychotherapy, emergency management and adjunctive related consultation to adolescents and young adults.
- Utilized, and adapted when necessary, psychometric and educational tests including, but not limited to: WISC, WAIS, WJ, TAT, CAT, ABAS-III, BASC, Vineland, Roberts, drawings, and other projective measures.
- Offer assessment, consultation and training for individuals, schools, medical professionals and the legal system in the area of mental health, communication, mindfulness and educational disabilities.

- Assist parents and schools with identification, program design and management of special education process and programming.
- Remain updated on federal and state regulations, diagnostic and treatment procedures, latest science of mental health, education, human development and health policy.
- Maintain accurate financial and clinical records.
- Manage fiscal budget of $350,000 to maintain a viable practice via electronic billing, negotiating contracts with insurers (Medicaid, Medicare, BC/BS, and other commercial health insurance companies, and other practitioners in my employ.

Clinical Faculty

UNH, Graduate School of Education - Durham, NH
September 2004 to May 2005

Taught courses in counseling psychology, supervised student interns and coordinated internships.

Postdoctoral Fellow Clinical Psychology

Crotched Mountain Rehabilitation Center - Greenfield, NH
September 2002 to October 2003

- Active member of the clinical team at the departmental level and the Inter-disciplinary Team at the Institutional level.
- Provided:

o Direct clinical services including complex psychological and psycho-educational evaluations, individual and group therapy, develop functional behavioral assessments and intervention plans for the students, residents and patients.
o Training and consultation to school, residential and nursing staff in the area of best practices in behavioral and emotional management of our population, crisis de-escalation, enhanced communication with non-verbal residents and students.

- Acquired and performed Specialized Training in Adaptation of Test Protocols to Evaluate Severely Disabled Youth including, but not limited to: WISC, WAIS, WJ, TAT, CAT, ABAS-III, BASC, Vineland, Roberts, drawings, and other projective measures.
- Continuous education on latest clinical and research issues relevant to various areas of expertise and specialization.
- Remain updated on federal and state regulations regarding patient/student care and education, HIPAA, FERPA, Medicaid Regulations, JCAH, NH DOE, IDEA, Section 504.

Director of Guidance & Student Services

Pinkerton Academy - Derry, NH
July 1999 to June 2002

• Active member of the Leadership Team and representative of the same on Staff Development Committee, Technology Committee and Honors Committee.

• Provided Experienced Leadership in the following areas:
◦ Overall management of the Guidance, College Advising, ESL, Exchange Students, Testing Services and Section 504 Coordination for this private/public high school with over 3000 students.
◦ Developed and administered Fiscal a budget of approximately $1.5 million.
◦ Supervision of eleven professional counselors and several clerical staff. Manage and oversee all phases and aspects of college admission. Successfully reorganized the department to comply with best practices of the American School Counselors' Association National Standards and with those of the New England Association for Accreditation of Schools and Colleges.

◦ Consultation and research for academic departments in determining instructional efficacy and classroom policy.
◦ Successful Implementation of The Southern New Hampshire Spring College Fair, the largest of its kind in the New Hampshire with over 200 colleges and 4000 individuals participating.
◦ Coordination of testing and assessment with PSAT, SAT and the New Hampshire Assessment. Modernized and significantly improved technology applications in all phases of guidance and counseling.
• Personnel recruitment, selection, evaluation & development of all professional, paraprofessional, clerical and internship staff within my department.
• Restructured Section 504 procedures and practices to comply with the Federal Regulation in collaboration with DOE and US Department of Education, Office of Civil Rights.
• Researched & Implemented programs to improve Post Secondary Planning and reduce School Drop out.
• Compliance and monitoring of Title IV and IX policies

Adjunct Prof. of Psychology & Education

Notre Dame College (closed) - Manchester, NH
1986 to 2002

Graduate School of Education & Counseling, Manchester, NH. Taught over 30 varied courses including: Advanced Counseling Theory, Diagnosis & Assessment, Chemical Dependency, Personality Theory, Psychopathology, Research Methods & Statistics, Emotional Disturbances & Adolescent and Life-Span Development, Social Psychology, Human sexuality, Introduction to Psychology an Cognitive Psychology.

• Developed curriculum for specialized course for single parents on Public Assistance to gain their childcare certification and gainful employment in that field via a federal grant through the Continuing Education Department.

• Served on Student Success, Retention, and Curriculum Committees

• Served on Master's Thesis Review and Support Committee

Education

Masters Degree in Counseling & Consulting Psychology

Harvard University Cambridge
1986

Bachelor's of Arts in Psychology

University of Massachusetts - Boston, MA
1983

Doctorate in Psychology in Psychology

California Coast University - Santa Ana, CA

Skills

- Management, Interpersonal Communication, Presentation, Computers, Applied Psychology, UX Design, Curricular design, delivery and evaluation, finance and budgets (10+ years)

Certifications and Licenses

NH Licensed Mental Health Counselor. Active #473 Expires 4/21/2021
December 2002 to April 2021

NH Certified School Counselor, School Psychologist and School Principal #40867
December 2018 to June 2021

Additional Information

Speak, read and write in Farsi

DIANNE P. CASTRUCCI

LICENSURE Master Licensed Alcohol and Drug Counselor

EDUCATION

Master of Education Degree, May 1993
Concentration: Counselor Education: Human Services
Bachelor of Science Degree, May 1989
Major: Elementary Education Minors: Psychology and Human Services
Plymouth State College, Plymouth, N.H.

EXPERIENCE

Executive Director, NH Alcohol & Drug Abuse Counselors Association, Concord, N.H. — June 2012 – Present
Promoted to Executive Director in June 2012, the Chief Executive Officer of NHADACA reports to the Board of Directors, provides leadership and direction in the development and delivery of all activities and is responsible for the organization's consistent achievement of its mission and financial objectives.

- ensures the organizational operations and activities are provided in the highest quality manner within the fiscal and human resource limitations of the organization.
- administers and manages all grants, contracts, and agreements and informs the Board of Directors of these and other commitments that involve the utilization of agency operational and financial resources and/or staff and volunteer time.
- ensures the fiscal integrity and stability of the organization.
- staffs the day-to-day operations of the organization providing leadership to staff and volunteers to effectively carry out their assigned responsibilities.
- serves as a spokesperson for the organization in public settings, consistent with the mission, policies, and activities of the organization.

Training Institute Director, NH Alcohol & Drug Abuse Counselors Association/ NH Training Institute on Addictive Disorders, Gilford, N.H. — Feb. 2004 – June 2012
Coordinates logistics of workforce development opportunities for substance abuse prevention, intervention and treatment professionals throughout New Hampshire.

- consults with treatment and prevention professionals to identify specific training topic needs and local or regional trainers with expertise on that topic.
- collaborates with co-sponsors for various events.
- contacts trainers, contracts their services and coordinates travel arrangements
- markets and advertises events by creating electronic/email flyers and printed brochures and submits events for inclusion in training publications.
- maintains participant database including attendance, tuition and CE information.
- coordinates functions associated with presenting major conference and training workshops of various sizes, and at various locations, statewide.

Board Administrator, NH Board of Licensing for Alcohol & Other Drug Use Professionals, Concord, N.H. — September 2011 – March 2012
Write Board correspondence, create agenda for and keep minutes at Board meetings, organize professional packets for review, maintain databases, arrange and order testing, database auditing, other administrative functions as assigned by the chairperson of the board.

Master Licensed Substance Use Outpatient Counselor, Horizons Counseling Center, Gilford, N.H. — January 2006 – May 2013
Provide substance abuse services related to evaluation and group treatment to individuals in an outpatient setting and facilitate various psycho-educational groups including Project ADAPT to be held at, and in coordination, with the Belknap County Department of Corrections.

Exit Counselor, Community Alcohol Information Program, Inc., Boscawen, Nashua and Laconia, N.H. — July 2003 – November 2005
Conduct exit interviews for clients at the completion of the CAIP, Impaired Driver Intervention Program for DWI first offenders. Attended PRI training October 2003.

- diagnosed, and referred as appropriate, DWI first offenders for alcohol dependence and/or alcohol abuse upon file review and structured exit interview.

Licensed Substance Use Outpatient Counselor, James Foster & Associates, Manchester, N.H. — October 2003 – July 2004
Provide substance abuse services related to evaluation and brief treatment of individuals in an outpatient setting.

Corrections Counselor/Case Manager, NH Department of Corrections, Lakes Region Facility, Laconia, N.H. — December 1998 – February 2004
Providing clinical services of inmates participating in a modified therapeutic community treatment program (Summit House/Level 3 Substance Abuse Services).

- chaired and participated on, professional development committees to determine staff training needs and involvement, VOITIS grant fund use, as well as planning and coordination of multiple substance abuse training events for DOC staff.
- supervised inmates in lectures, clinical groups, community meetings, clinical staffing, individual counseling sessions and other clinical group activities.
- prepared/maintained clinical charts including evaluations, discharge summaries, treatment transfer information for parole and aftercare recommendations.
- impacted the direction/implementation and planning of treatment services available to inmates incarcerated at the Lakes Region Facility.

Antioch New England Adjunct Faculty, Summit House Program, Lakes Region Facility, Laconia, N.H. — May 2000 – May 2002
Field supervise and train graduate interns from the Antioch Graduate School of New England in methods and practice of substance abuse counseling.

- interview, accept or deny, teach/train and supervise master's level interns.
- communicate with professional seminar leaders.

Substance Use Counselor, N.H. Bureau of Substance Abuse Services, Multiple Offender Program, Laconia, N.H. — December 1993 – December 1998
Working as a clinical team member providing assessment, education and intervention services to individuals convicted of multiple DWIs.

- conducted intake/orientation, education, individual and group counseling, evaluation and assessment services relevant to client's substance use, medical, psychological, legal and social history.
- represented the program at official hearings of the Dept. of Motor Vehicles.

Independent Contractor/Counselor, NH Department of Corrections, First Step Program, Lakes Region Facility, Laconia, N.H. — July 1997 - September 1997
Facilitated the substance abuse/psycho-educational group component to NH State Prison inmates participating in the First Step Program. The course involved providing 25-28 male inmates intervention services, 3 hours per week for 8 weeks.

- created curriculum including lesson outlines and client handouts.
- facilitated psycho-educational course on substance abuse related issues with difficult offender population.

Shelter Manager, Task Force Against Domestic and Sexual Violence, Plymouth, N.H. — February 1992 - December 1993
Completed 40-hour crisis training for Task Force volunteer crisis-line and was hired as the Shelter Manager four months later.

- communicated with DCYS/DCYF on crisis-related issues.
- supported women in crisis at Plymouth Area Court sessions.
- coordinated/managed building functions, including monitoring clients, intakes, general maintenance, food pantry and emergency supplies.
- presented training workshops on shelter regulations and procedures.

Editorial Assistant, Office of News Services, Plymouth State College, Plymouth, N.H. — August 1989 - November 1993
Associated with this office for four years starting as Administrative Secretary then promoted to Editorial Assistant.

- produced internal and external desktop publications.
- created weekly and monthly events calendars to market college events.
- wrote and distributed news releases concerning student success.
- hired and supervised student office assistants.
- created purchasing documents for supplies and services.
- utilized and maintained extensive computer databases.
- submitted listings of college events to newspapers for publication.

OTHER ACTIVITIES

NH Governor's Commission Treatment Task Force 2018-Present
Legislative Commission on Primary Care Workforce Issues 2018-Present
NH LADC Board Peer Review Committee April 2013- March 2019
Associate Member of the Elearning Guild October 2012-2014
Member of National Association of Forensics Counselors 2002-2012

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Dianne Castrucci	Executive Director	$84,968	30%	$25,490
Foad Afshar	Training Director	$64,000	44%	$28,160

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

August 5, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a contract with New Hampshire Alcohol and Drug Abuse Counselors Association d/b/a New Hampshire Training Institute on Addictive Disorders (VC#TBD), Concord, New Hampshire in the amount of $461,900 for the provision of a high-quality competency and skills-based training program with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 36.74% Federal Funds, 15.58% General Funds, and 47.68% Other Funds (Governors Commission Funds).

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92058501	$110,119
2022	102-500731	Contracts for Prog Svc	92058501	$110,119
			Subtotal	***$220,238***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92057501	$105,831
2022	102-500731	Contracts for Prog Svc	92057501	$105,831
			Subtotal	***$211,662***

05-95-92-920510-33950000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PARTNERSHIP FOR SUCCESS GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92052407	$15,000
2022	102-500731	Contracts for Prog Svc	92052407	$0
			Subtotal	***$15,000***

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, NH STATE OPIOID RESPONSE GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92057040	$15,000
2022	102-500731	Contracts for Prog Svc	920570040	$0
			Subtotal	***$15,000***
			Total	**$461,900**

EXPLANATION

The purpose of this request is to provide a high-quality competency and skills-based training program that addresses the needs of the State's prevention, early-intervention, treatment, and recovery supports workforce. The Contractor will deliver high quality training to improve the ability of Alcohol and Other Drug supports and service providers to provide quality, outcome-supported services to individuals and families.

New Hampshire lacks the workforce capacity to provide needed Alcohol and Other Drug prevention, early-intervention, treatment, and recovery support services to meet the growing need for services. High turnover rates, worker shortages, an aging workforce, inadequate compensation, and stigma have created a workforce crisis in the field.

The continued improvement and transformation of the Alcohol and Other Drug Continuum of Care system and integration with primary and behavioral healthcare depend entirely on a workforce that is adequate in size, as well as trained and supported, to meet the needs of individuals who seek substance use disorder treatment services. Additionally, the necessary knowledge base for providing Alcohol and Other Drug services has increased dramatically over the past several years.

In 2019, the NH Governor's Commission on Alcohol and Other Drugs, in partnership with service providers and other key stakeholders, identified data-driven priorities to comprehensively address New Hampshire's addiction crisis. The three (3)-year plan provides a framework to move New Hampshire forward in a direction that creates an outcomes-based approach that continues to build on well-coordinated efforts across the Continuum of Care System.

The Department will monitor contracted services through regularly scheduled meetings, the submission and review of monthly program reports and by using the following performance measures:

- The Contractor will collect a completed evaluation sheet from no less than 85% of participants who attend a training event.
- The Department will monitor performance of the contract by trainee satisfaction survey results that reflect an 85% or higher rating of trainee satisfaction through evaluation results submitted.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 5/26/2020 through 6/24/2020. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1, of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, New Hampshire's Alcohol and Other Drug workforce may be unaware of the most current and efficacious information and research on support services and treatment for substance use disorders. The result could lead to the provision of substandard treatment for people with alcohol and other drug issues and may result in a workforce that is unable to fulfil continuing education credits needed to meet, complete and sustain licensure and certification requirements.

Area served: Statewide

Source of Funds: CFDA#93.959/FAIN#TI083041, CFDA #93.788/FAIN TI081685, and CFDA 93.243/FAIN SP020796

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Training for Alcohol and Other Drug (AOD) Workforce	RFP-2021-BDAS-05-TRAIN
RFP Name	RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Altarum		390	258
2. NHADACA		390	328
3. 0		390	0
4. 0		390	0
5. 0		390	0
6. 0		390	0
7. 0		390	0

Reviewer Names

1. Heidi Young, Prgrm. Planning and Review Spec.
2. Olivia Afshar, Program Asst. I
3. Linda Parker, Clinical Services Prgrm.Spec.IV
4. Shannon Quinn, Program Spec.IV
5. Laurie Heath, Busn. Admin III
6.
7.
8.
9.

Subject: Training for Alcohol and Other Drug (AOD) Workforce (RFP-2021-BDAS-05-TRAIN-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Alcohol and Drug Abuse Counselors Association d/b/a New Hampshire Training Institute on Addictive Disorders		1.4 Contractor Address 130 Pembroke Road, Suite 100 Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-7060	1.6 Account Number 05-095-092-920510-3382 05-095-092-920510-3384 05-095-092-920510-3395 05-095-092-920510-7040	1.7 Completion Date June 30, 2022	1.8 Price Limitation $461,900
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Alexandra Hamel Date: 8/4/2020		1.12 Name and Title of Contractor Signatory Alexandra Hamel Board President	
1.13 State Agency Signature Katja S Fox Date: 8/5/2020		1.14 Name and Title of State Agency Signatory Katja S 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: Catherine Pinos On: 08/10/20			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 8/4/2020

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Contractor Initials
Date 8/4/2020

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
Date 8/4/2020

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials CH

Date 8/4/2025

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.

Contractor Initials AH
Date 8/4/2020

REVISIONS TO STANDARD CONTRACT 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 two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.

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.

Scope of Services

1. Statement of Work

1.1. The Contractor shall ensure services in this agreement are available to:

1.1.1. The Alcohol and Other Drug (AOD) Continuum of Care workforce, statewide.

1.1.2. Professionals providing services specific to the Partnership for Success (PFS) grant, as identified by the Department including, but not limited to:

1.1.2.1. Student Assistance Professionals.

1.1.2.2. Substance Misuse Prevention professionals.

1.1.3. Individuals providing services specific to the State Opioid Response (SOR) grant as identified by the Department including, but not limited to:

1.1.3.1. SOR grant-funded contractors.

1.1.3.2. Families including, but not limited to, the nuclear family, grandparents and other relatives impacted by substance use disorder (SUD).

1.1.3.3. Programs working with children impacted by familial substance use.

1.2. The Contractor shall administer a multi-component training program which includes, but is not limited to:

1.2.1. Developing a training calendar that offers a systematic approach to meeting credentialing and continuing education requirements across the AOD Continuum of Care system, that includes the following training suites:

1.2.1.1. Prevention;

1.2.1.2. Intervention;

1.2.1.3. Treatment; and

1.2.1.4. Recovery.

1.2.2. Planning, coordinating and providing training opportunities; both in-person and through eLearning platforms; which cover core, intermediate, and advanced levels of instruction; are approved by the Department; and include, but are not limited to:

1.2.2.1. In state fiscal year 2021:

1.2.2.1.1. A minimum of 58 live, professional development training events with in-person and virtual attendance options, including, but not limited to skill building practice series and

targeted training for emerging issues, with at least six (6) being offered in the northern regions of NH.

1.2.2.1.2. A minimum of five (5) new, on-demand webinars, added to the existing library of webinars.

1.2.2.1.3. A minimum of four (4) kinship family trainings.

1.2.2.1.4. A minimum of six (6) Bureau of Drug and Alcohol Services trainings, as detailed in Subsection 1.3.

1.2.2.2. In state fiscal year 2022:

1.2.2.2.1. A minimum of 54 live, professional development training events with in-person and virtual attendance options including, but not limited to skill building practice series and targeted training for emerging issues, with at least six (6) being offered in the northern regions of NH.

1.2.2.2.2. A minimum of five (5) new, on-demand webinars, added to the existing library of webinars.

1.2.2.2.3. A minimum of eight (8) Bureau of Drug and Alcohol Services trainings, as detailed in Subsection 1.3.

1.2.3. Providing participants with training materials.

1.2.4. Ensuring training is designed for different adult learning styles and levels of knowledge.

1.2.5. Ensuring training is provided by qualified presenters, as approved by the Department.

1.2.6. Providing integrated, eLearning tools, when appropriate.

1.2.7. Providing participants with approved Continuing Education Credits, applicable to the training audience and certification needs.

1.2.8. Providing participants with continuous access to a library of a minimum of 50 on-demand webinars.

1.3. The Contractor shall provide the training space, materials, and logistical support for two (2) trainings on a quarterly basis, at no cost to participants, utilizing trainers provided by the Department, which include:

1.3.1. The Initial Training on Addiction and Recovery, a six (6) hour, in-person training.

1.3.2. Families and Addiction, a three (3) hour, in-person training.

1.4. The Contractor shall ensure training sessions are consistent with the required professional standards and core competency needs of the workforce which include, but are not limited to, relevant training for:

1.4.1. Certified Prevention Specialists (CPS).

1.4.2. Licensed Alcohol and Drug Counselors (LADC).

1.4.3. Master Licensed Alcohol and Drug Counselors (MLADC).

1.4.4. Certified Recovery Support Workers (CRSW).

1.5. The Contractor shall collaborate with subject matter experts, as directed and identified by the Department, to develop and improve training curricula and content to meet the needs of the target audiences for PFS and SOR grants.

1.6. The Contractor shall monitor attendance at each event to ensure individuals attend for the full length of the training in order to obtain continuing education certificates which includes, but is not limited to:

1.6.1. Ensuring positive verification of attendance at each event for each participant using a method approved by the Department.

1.6.2. Complying with the requirements of the New Hampshire Department of Information Technology for tracking online attendance.

1.7. The Contractor shall identify and engage qualified presenters to deliver training opportunities, as approved by the Department.

1.8. The Contractor shall market training events utilizing methods approved by the Department which include, but are not limited to:

1.8.1. Maintaining an email list and sending email notifications to the AOD workforce and identified training audiences.

1.8.2. Maintaining and publishing an events calendar on the Contractor's website.

1.8.3. Publishing and distributing a newsletter to the AOD workforce and identified training audiences on a quarterly basis.

1.9. The Contractor shall develop and utilize an evaluation plan, process and tool(s) to evaluate each training event, as approved by the Department and in accordance with each accrediting body, that includes, but is not limited to:

1.9.1. Collecting and analyzing participant evaluation responses for each training session.

1.9.2. Compiling and analyzing aggregate data from evaluation responses no less than every six (6) months.

1.9.3. Sharing evaluation data with the Department to ensure the program is meetings its goals and for continuous quality improvement of the training program.

1.10. The Contractor shall utilize a learning management system to monitor and manage the training program. The system shall comply with DoIT

requirements and include, but not be limited to:

1.10.1. An Administrative Dashboard that includes, but is not limited to, the ability to:

1.10.1.1. Receive and track information that includes, but is not limited to:

1.10.1.1.1. Registration and payment for trainings.

1.10.1.1.2. Date and title for each training session.

1.10.1.1.3. Number of registrations, attendees and individuals on waitlists for individual trainings.

1.10.1.1.4. Information for each participant, including:

1.10.1.1.4.1. Name of participant;

1.10.1.1.4.2. Job title;

1.10.1.1.4.3. Name of participant's agency or organization;

1.10.1.1.4.4. Mailing Address;

1.10.1.1.4.5. Email address; and

1.10.1.1.4.6. Fees paid by participant and/or agency.

1.10.1.2. Send and receive training evaluations to and from participants.

1.10.2. A Participant Portal that includes, but is not limited to:

1.10.2.1. The ability to register and pay for training.

1.10.2.2. Personal profiles that allow participants to access training summaries and continuing education certificates based on attendance.

1.11. The Contractor shall work closely with the Department to support current and emerging initiatives for improving the State's system of care including, but not limited to:

1.11.1. Developing training materials on particular topics for target populations, as needs arise, at the request of the Department.

1.11.2. Adjusting activities and staffing to meet Department needs and the needs of the workforce.

1.11.3. Updating training topics and classes as scientific evidence evolves.

1.12. The Contractor shall provide access to training for Bureau of Drug and Alcohol Services employees, when space is available, for any scheduled training session, at no additional cost.

1.13. The Contractor shall identify the needs of the workforce and ensure trainings offered are not duplicative of existing trainings offered through other venues

by:

1.13.1. Meeting regularly with the Department to seek input on training needs in support of ongoing initiatives and other emerging needs.

1.13.2. Collecting and analyzing participant evaluation feedback for individual trainings and on a bi-annual basis.

1.13.3. Soliciting feedback from participants, professionals and key stakeholders regarding the training needs of the NH AOD workforce.

1.13.4. Participating in workforce development education and training committees to learn what other agencies are intending to offer and to inform the agencies of the training plans.

1.13.5. Attending licensing and certification board meetings to identify provider needs.

1.13.6. Actively engaging in the planning of collaborative conferences.

1.14. The Contractor shall administer a process to award scholarships in an amount not less than $10,000 for each state fiscal year to NH AOD Continuum of Care service providers to attend training events, as approved by the Department, which may include, but are not limited to events sponsored by:

1.14.1. AdCare Educational Institute of New England.

1.14.2. The New England Addiction Technology Transfer Center (ATTC).

1.14.3. Prevention Technology Transfer Center (PTTC) Network.

1.15. The Contractor shall administer a process to award scholarships in the amount of not less than $2,000 for state fiscal year 2021 to individuals for whom cost to attend SOR-funded trainings is a barrier, ensuring final determination of awards is approved by the Department.

1.16. The Contractor shall maintain a web presence for the trainings provided on the Contractor's website, www.nhadaca.org, which shall include, but is not limited to:

1.16.1. A calendar of training events offered or sponsored.

1.16.2. The ability for participants to register for training.

1.16.3. Access to all eLearning opportunities offered through this program.

1.17. The Contractor may collect registration fees from training participants, excluding training participants attending the Initial Training on Addiction and Recovery and Families and Addiction quarterly trainings for training expenses that exceed the amount funded by the Department.

1.18. The Contractor shall ensure a minimum of 85% of revenue generated from

registration fees collected are reinvested to enhance the training program, as approved by the Department.

1.19. The Contractor shall increase sustainability of the training program by leveraging resources to increase and expand the number of training opportunities offered.

1.20. The Contract shall conduct a project kick-off meeting with the Department and identified project staff within 20 business days of the contract effective date to review:

1.20.1. Contract requirements;

1.20.2. Initial work plan; and

1.20.3. Initial timelines.

1.21. The Contractor shall provide a work plan and timeline to the Department that defines the goals, objectives, activities, deliverables, and due dates to the Department for approval, ensuring:

1.21.1. The initial work plan and timeline are provided to the Department within 10 business days of the project kick-off meeting.

1.21.2. Changes to work plans or timelines are approved by the Department prior to implementation.

1.22. The Contractor shall provide an evaluation to the Department for approval within 10 business days following the kick-off meeting that specifies how trainings will be evaluated.

2. Exhibits Incorporated

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

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

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

3. Reporting Requirements

3.1. The Contractor shall provide written monthly progress reports to the Department regarding accomplishment of contract goals and performance measures. The Contractor shall ensure reports include, but are not limited

to:

3.1.1. A summary of the work performed during the previous month.

3.1.2. Encountered and foreseeable key issues and suggested mitigation strategies for each.

3.1.3. Scheduled trainings for the following quarter.

3.1.4. A summary of evaluation results from services provided during the previous month.

3.1.5. Updates to the work plan.

3.2. The Contractor shall complete and submit an annual report no later than 60 days after the end of each state fiscal year that includes, but is not limited to:

3.2.1. A complete program overview.

3.2.2. Accomplishments towards program goals and performance measures.

3.2.3. End of year financial report, including revenue reinvested.

4. Performance Measures

4.1. The Contractor shall collect a completed evaluation sheet from no less than 85% of participants who attend a training event.

4.2. The Department will monitor performance of the contract by trainee satisfaction survey results that reflect an 85% or higher rating of trainee satisfaction through evaluation results submitted.

4.3. 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.

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

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically

Appropriate Programs and Services

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

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

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

6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and

to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

Payment Terms

1. This Agreement is funded by:

   1.1. 36.74% Federal Funds

      1.1.1. Substance Abuse Prevention & Treatment Block Grant (SAPTBG), as awarded on 10/1/19, by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, CFDA 93.959, FAIN TI083041.

      1.1.2. NH State Opioid Response Grant (SOR), as awarded on 9/30/18, by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, CFDA 93.788, FAIN TI081685.

      1.1.3. NH Partnership for Success Initiative Grant (PFS2) as awarded on 9/30/15, by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention, CFDA 93.243, FAIN SP020796.

   1.2. 47.68% Other Funds (Governor's Commission on Alchohol and Other Drugs).

   1.3. 15.58% General Funds.

2. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

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, Budget through Exhibit C-2, Budget.

4. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of the following month, unless otherwise specified, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement.

   4.1. Backup documentation shall include, but is not limited to:

      4.1.1. General Ledger showing revenue and expenses for the contract.

4.1.2. Timesheets and/or time cards signed by both employee and supervisor that support the hours employees worked for wages reported under this contract.

4.1.2.1. 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.

4.1.3. Per 2 CFR 200.430 (iii) Labor records must reasonably reflect the total activity for which each employee is compensated, showing percentages for time spent on activities under this contract and all other activities (totaling no more than 100%).

4.2. The following backup documentation may also be requested as needed:

4.2.1. Invoices supporting expenses reported.

4.2.1.1. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed $3.00 per person for clients.

4.2.2. Cost center reports, submitted only as requested by the Department.

4.2.3. Profit and loss report, submitted only as requested by the Department.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Contract Manager for RFP-2021-BDAS-05-TRAIN
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street, Main Bldg., 3rd Floor North
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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

12. Audits

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

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

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

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

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

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

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

Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NH Alcohol and Drug Abuse Counselors Association [illegible] New Hampshire Training Institute on Addictive Disorders

Budget Request for: Training for Alcohol and Other Drug Workforce (RFP-2021-BDAS-05-TRAIN-01)

Budget Period: SFY2021

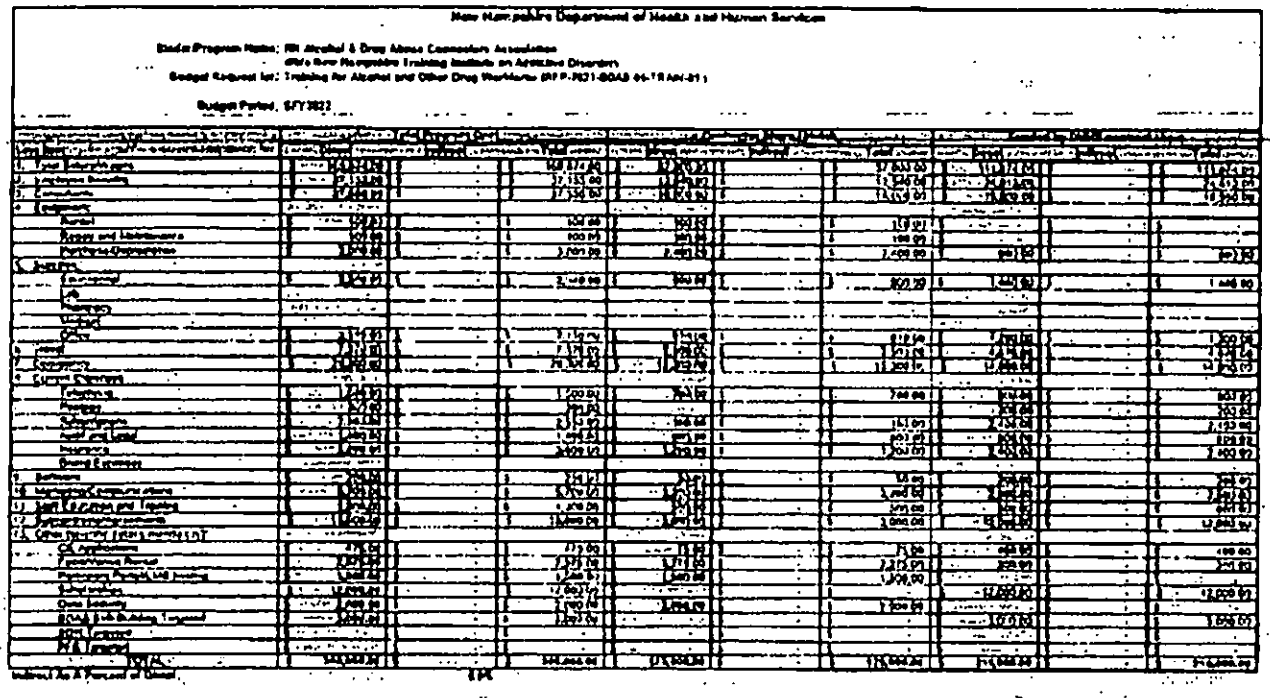
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SOR Scholarships	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SOR Subcontracts/Agreements	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	[illegible]		[illegible]	[illegible]		[illegible]	[illegible]		[illegible]

Indirect As A Percent of Direct [illegible]

Contractor Initials: AH

8-4-2020

Exhibit C-2
Budget



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

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:
NH Alcohol and Drug Abuse Counselors Association

8-4-2020
Date

Name: Alexandra Hamel
Title: Board Member- President

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: NH Alcohol & Drug Abuse Counselors Association

8-4-2020
Date

Alexandra Hamel
Name: Alexandra Hamel
Title: Board President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

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.

Vendor Name: NH Alcohol & Drug Abuse Counselors Association

8-4-2020
Date

Alexandra Hamel
Name: Alexandra Hamel
Title: Board President

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

The Vendor 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:

Vendor 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.

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: NH Alcohol & Drug Abuse Counselors Association

8-4-2020
Date

Alexandra Hamel
Name: Alexandra Hamel
Title: Board President

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 Vendor 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 Vendor 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.

Vendor Name: NH Alcohol & Drug Abuse Counselors Association

8-4-2020
Date

Alexandra Hamel
Name: Alexandra Hamel
Title: Board President

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	NH Alcohol & Drug Abuse Counselors Association
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Alexandra Hamel
Name of Authorized Representative	Name of Authorized Representative
Director	Board President
Title of Authorized Representative	Title of Authorized Representative
8/5/2020	8-4-2020
Date	Date

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 Vendor 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 Vendor 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.

Vendor Name: NH Alcohol & Drug Abuse Counselors Association

8-4-2020
Date

Name: Alexandra Hamel
Title: Board President

FORM A

As the Vendor 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: 005971348

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 19867

   _____ 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: _____

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

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.).

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