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MMA

Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

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

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May 14, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with Concord Hospital, Inc. - Laconia (Vendor #355356) of Laconia, New Hampshire, for the provision of Doorway services for access to substance use disorder treatment and recovery services and supports, in the amount of \$560,962, with the option to renew for up to one (1) additional year, effective retroactive to May 1, 2021, upon Governor and Council approval, through September 29, 2021. 97.28% Federal Funds, 2.72% Other Funds.

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

**05-095-092-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Svcs	92057048	\$200,000
2022	102-500731	Contracts for Program Svcs	92057048	\$215,000
			<b>Subtotal</b>	<b>\$415,000</b>

**05-095-092-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Svcs	92058501	\$109,222
2022	102-500731	Contracts for Program Svcs	92058501	\$36,740
			<b>Subtotal</b>	<b>\$145,962</b>
			<b>Total</b>	<b>\$560,962</b>

### EXPLANATION

This request is **Retroactive** because LRGHealthcare, one of the Department's original contractors to provide Doorway services in the Laconia area, filed for bankruptcy in October of 2020 and its assets were acquired by Concord Hospital, Inc. – Laconia, effective May 1, 2021. As part of the acquisition agreement approved by the New Hampshire Attorney General's Office, Concord Hospital, Inc. – Laconia is required to provide all contract services previously provided by LRGHealthcare under the contract approved by the Governor and Executive Council on October 31, 2018 Item #17A; which was amended on September 18, 2019 Item #20, on June 24, 2020 Item #31, and on February 23, 2021 Item #10. This new contract transfers all existing obligations and the remaining price limitation to Concord Hospital, Inc., - Laconia.

This request is **Sole Source** because all of the Doorway contracts are sole source as part of the statewide system designed to deliver coordinated services. The Contractor will participate in the network of Doorways by serving the Laconia region, to ensure New Hampshire residents have access to substance use disorder treatment and recovery services in person during typical business hours. Additionally, telephonic services for screening, assessment, and evaluations for substance use disorders are available through all the Doorways twenty-four hours, seven days a week, to ensure no one in New Hampshire has to travel more than sixty minutes to access services.

Approximately 650 individuals will be served under this contract between May 1, 2021 and September 29, 2021.

As the Doorway for the Laconia area, the Contractor will provide resources to strengthen existing prevention, treatment, and recovery programs; ensure access to critical services to decrease the number of opioid or stimulant related deaths in New Hampshire; and promote engagement in the recovery process. Individuals with substance use disorders other than opioids or stimulants will also be served and referred to the appropriate services.

The Department will monitor contracted services using the following methods:

- Monthly de-identified, aggregate data reports.
- Weekly and biweekly Doorway program calls.
- Regular review and monitoring of Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

Should the Governor and Council not authorize this request, individuals seeking treatment for opioid or stimulant use disorder may experience difficulty navigating a complex system; may not receive the supports and clinical services they need; and may experience delays in receiving care that negatively impact recovery and increase the risk of relapse.

Area served: Laconia Region.

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

Subject: Access and Delivery Hub for Opioid Use Disorder Services (SS-2021-BDAS-08-ACCESS)

**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 Concord Hospital, Inc. - Laconia		1.4 Contractor Address 80 Highland Street, Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-3211	1.6 Account Number 05-95-92-7040-500731	1.7 Completion Date September 29, 2021	1.8 Price Limitation \$560,962
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Scott W Sloane Date: 5/18/2021		1.12 Name and Title of Contractor Signatory Scott W Sloane Chief Financial officer	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 5/19/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Taklumina Rakumatova</u> On: 5/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials

DS  
SWS

Date

5/18/2021

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials

SWS

Date 5/18/2021

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

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

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

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

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. 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.
- 1.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall develop, implement and operationalize a regional Access and Delivery Hub for Opioid Use Disorder and Stimulant Use Disorder (from herein referred to as the "Doorway") for substance use disorder (SUD) treatment and recovery support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Laconia Region with access to referrals to SUD treatment and recovery support services and other health and social services.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Care coordination to support evidence-based medication assisted treatment (MAT) induction services consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient and inpatient SUD services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.

**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

2.4.4. Expanding provisions for Core Doorway services to additional eligible SOR populations, as defined in Paragraph 4.2.1.

2.5. The Contractor shall collaborate with the Department, throughout the contract period, to identify gaps in financial and staffing resources required in Section 5. Staffing.

2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:

2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after hour services and supports, which includes but are not limited to:

2.6.1.1. A process that ensures a client's preferred Doorway receives information on the client, outcomes, and events for continued follow-up.

2.6.1.2. A process for sharing information about each client to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:

2.6.1.2.1. Any locations to which the client was referred for respite care or housing.

2.6.1.2.2. Other services offered or provided to the client.

2.6.2. Collaborating with the Department to:

2.6.2.1. Implement a centralized closed loop referral system, utilizing the technology solution procured by the Department in order to improve care coordination and client outcomes.

2.6.2.2. Develop a plan no later than December 2020 identifying timelines and requirements for implementing the closed loop referral system.

2.6.3. Enabling the sharing of information and resources, which include, but are not limited to:

2.6.3.1. Patient demographics.

2.6.3.2. Referrals made, accepted, and outstanding.

2.6.3.3. Services rendered.



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**EXHIBIT B**

- 2.6.3.4. Identification of resource providers involved in each client's care.
- 2.7. The Contractor, with the assistance of the Department, shall establish formalized agreements to enroll and contract with:
  - 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the client.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the client.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined in Subsection 2.7.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to SUD treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall convene or participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
  - 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators.
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.
  - 2.11.2. Ensure meeting agendas include, but are not limited to:
    - 2.11.2.1. Receiving input on successes of services.

New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



**EXHIBIT B**

- 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
- 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than ten (10) days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
  - 2.12.1. Naloxone use.
  - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
  - 2.12.3. Reducing overdose related fatalities.

**3. Scope of Work for Doorway Activities**

- 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
  - 3.1.1. Hours of operation that includes:
    - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday.
    - 3.1.1.2. Expanded hours as agreed to by the Department.
  - 3.1.2. A physical location for clients to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than thirty (30) days prior to the requested move for Department approval.
  - 3.1.3. Telehealth services consistent with guidelines set forth by the Department.
  - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH.
  - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services.
  - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in an acute Opioid Use Disorder (OUD)-related crisis who requires immediate non-emergency intervention. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:

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- 3.1.6.1. Directing callers to dial 911 if a client is in imminent danger or there is an emergency.
- 3.1.6.2. If the client is unable or unwilling to call 911, the Doorway shall immediately contact emergency or mobile crisis services.
- 3.1.7. Clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains.
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013).
  - 3.1.7.3. Identification of client strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the client based on the clinical evaluation referenced in Subsection 3.1.8. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the client may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support services needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Drug Court, and Division for Children, Youth, and Families. (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified in Paragraph 3.1.8. by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified in Paragraph 3.1.8. is not available to the client within forty-eight (48) hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1) sixty (60) minute individual or group outpatient session per week; and/or



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- 3.1.8.4.2. Recovery support services, as needed by the client; and/or
  - 3.1.8.4.3. Daily calls to the client to assess and respond to any emergent needs; and/or
  - 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.
- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
- 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting women.
  - 3.1.9.3. DCYF involved families.
  - 3.1.9.4. Individuals at-risk of or with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
- 3.1.10.1. Developing and implementing adequate consent policies and procedures for client-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed in Paragraph 3.1.8.
  - 3.1.10.3. Assisting clients with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the client, as appropriate.
  - 3.1.10.5. Assisting clients with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.

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3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:

3.1.10.5.2.1. Assisting the client with making contact with the assistance agency, as appropriate.

3.1.10.5.2.2. Contacting the assistance agency on behalf of the client, as appropriate.

3.1.10.5.2.3. Supporting the client in meeting the admission, entrance, and intake requirements of the assistance agency.

3.1.10.5.3. When no other payer is available, assisting clients with accessing services by maintaining a flexible needs fund specific to the Doorway region that supports clients who meet the eligibility criteria for assistance under a Department-approved Flexible Needs Fund Policy with their financial needs, which may include, but are not limited to:

3.1.10.5.3.1. Transportation for eligible clients to and from recovery-related medical appointments, treatment programs, and other locations;

3.1.10.5.3.2. Childcare to permit an eligible client who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;

3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;

3.1.10.5.3.4. Provision of light snacks not to exceed three dollars (\$3.00) per eligible client;

3.1.10.5.3.5. Provision of clothing appropriate for cold weather, job interviews, or work; and



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3.1.10.5.3.6. Other uses preapproved in writing by the Department.

3.1.10.5.4. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services using available resources consistent with the Department's guidance. The Contractor shall:

3.1.10.5.4.1. Collaborate with the Department on a respite shelter voucher guidance and related procedures to determine eligibility for respite shelter resources based on criteria that include but are not limited to confirming an individual is:

3.1.10.5.4.1.1. A Doorway client;

3.1.10.5.4.1.2. In need of respite shelter while awaiting treatment and recovery services; and

3.1.10.5.4.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

3.1.11. Continuous case management services which include, but are not limited to:

3.1.11.1. Ongoing assessment of the clinical evaluation in Paragraph 3.1.8. for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.

3.1.11.2. Ongoing assessment in collaboration or consultation with the client's external service provider(s) of necessary support services to address needs identified in the evaluation or by the client's service provider that may create barriers to the client entering and/or maintaining treatment and/or recovery.

3.1.11.3. Supporting clients with meeting the admission, entrance, and intake requirements of the provider agency.

3.1.11.4. Ongoing follow-up and support of clients engaged in services in collaboration or consultation with the client's external service

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provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:

3.1.11.4.1. Attempting to contact each client at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available.

3.1.11.4.1.2. If the attempt in Unit 3.1.12.4.1. is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.

3.1.11.4.1.3. If the attempt in Subunit 3.1.12.4.1.2. is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the client would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.

3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.

3.1.11.5. When the follow-up in Subparagraph 3.1.12.4. results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.

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- 3.1.11.6. When possible, client contact and outreach shall be conducted in coordination and consultation with the client's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1.1. Inquiring on the status of each client's recovery and experience with their external service provider.
  - 3.1.11.7.1.2. Identifying client needs.
  - 3.1.11.7.1.3. Assisting the client with addressing needs, as identified in Part 3.1.11.5.3.
  - 3.1.11.7.1.4. Providing early intervention to clients who have relapsed or whose recovery is at risk.
- 3.1.11.8. Collecting and documenting attempts to collect client-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted.
  - 3.1.11.8.2. Six (6) months post intake into Doorway services.
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase client engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to clients for follow-up participation at each follow-up interview, which shall not exceed thirty dollars (\$30) in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare,



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and or waiver programs within fourteen (14) calendar days after intake.

- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations who meet the eligibility criteria for receiving kits under the Department's Naloxone Distribution Policy.
- 3.2. The Contractor shall obtain consent forms from all clients served, either in-person, telehealth or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The twelve (12) Core Functions of the Alcohol and Other Drug Counselor.
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice.
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium.
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:
  - 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent.
  - 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within twenty (20) business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.6.1. Privacy notices and consent forms.
  - 3.6.2. Conflict of interest and financial assistance documentation.

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- 3.6.3. Shelter vouchers.
- 3.6.4. Referrals and evaluation from other providers.
- 3.6.5. Complaints.
- 3.6.6. Grievances.
- 3.6.7. Formalized agreements with community partners and other agencies that include, but are not limited to:
  - 3.6.7.1. 2-1-1 NH.
  - 3.6.7.2. Other Doorway partners.
  - 3.6.7.3. Providers and supports available after normal Doorway operating hours.

**4. Subcontracting for the Doorways**

- 4.1. The Doorway shall submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for approval prior to execution.
- 4.2. The Doorway may subcontract, with prior approval of the Department, for support and assistance in providing core Doorway services, which include:
  - 4.2.1. Screening;
  - 4.2.2. Assessment;
  - 4.2.3. Evaluation;
  - 4.2.4. Referral;
  - 4.2.5. Continuous case management;
  - 4.2.6. GPRA data completion; and
  - 4.2.7. Naloxone distribution.
- 4.3. The Doorway shall at all times be responsible for continuous oversight of, and compliance with, all Core Doorway services and shall be the single point of contact with the Department for those Core services.
- 4.4. Any subcontract for support and assistance in providing Core Doorway services shall ensure that the patient experience is consistent across the continuum of Core Doorway services and the subcontracted entities and personnel are at all times acting, in name and in fact, as agents of the Doorway. The Doorway shall consolidate Core Doorway services, to the greatest extent practicable, in a single location.



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4.5. The Doorway may collaborate with the Department to identify and obtain the services of an agent to handle the fiscal and administrative processes for payment of flexible needs funds, ensuring all uses of flexible needs funds are approved by the Doorway, in accordance with approved policies.

**5. Staffing**

5.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:

- 5.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person or telephonically.
- 5.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions.
- 5.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.7.

5.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of clients served based on available staffing and the budget established for the Doorway.

5.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, thirty (30) calendar days before making the change to staffing.

5.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.

5.5. The Contractor shall ensure no licensed supervisor supervises more than twelve (12) unlicensed staff unless the Department has approved an alternative supervision plan.

5.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:

- 5.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
- 5.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

5.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:

5.7.1. For all clinical staff:

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- 5.7.1.1. Suicide prevention and early warning signs.
- 5.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
- 5.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 5.7.1.4. An approved course on the twelve (12) core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within twelve (12) months of hire.
- 5.7.1.5. A Department-approved ethics course within twelve (12) months of hire.
- 5.7.2. For recovery support staff and other non-clinical staff working directly with clients:
  - 5.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
  - 5.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
  - 5.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium
  - 5.7.2.4. An approved ethics course within twelve (12) months of hire.
- 5.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding SUD.
- 5.7.4. Providing in-service training to all staff involved in client care within fifteen (15) business days of the contract effective date, or the staff person's start date, on the following:
  - 5.7.4.1. The contract requirements.
  - 5.7.4.2. All other relevant policies and procedures provided by the Department.
- 5.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information



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security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.

5.9. The Contractor shall notify the Department in writing:

5.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract.

5.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.

5.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.

5.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the twelve (12) core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

**6. Records.**

6.1. The Contractor shall maintain the following records, to be provided to the Department upon request:

6.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit B, Scope of Services.

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

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

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



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**7. Health Insurance Portability and Accountability Act and Confidentiality:**

- 7.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.
- 7.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 7. of Exhibit B, Scope of Services, shall survive the termination of the Contract for any reason whatsoever.

**8. Reporting Requirements.**

- 8.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.
- 8.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within twenty-four (24) hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within seventy-two (72) hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.

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- 8.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.
  - 8.4. The Contractor shall submit monthly activity reports on templates provided by the Department with data elements that include, but may not be limited to:
    - 8.4.1. Call counts.
    - 8.4.2. Counts of clients seen, separately identifying new clients and clients who revisit the Doorway after being administratively discharged.
    - 8.4.3. Reason types.
    - 8.4.4. Count of clinical evaluations.
    - 8.4.5. Count of referrals made and type.
    - 8.4.6. Naloxone distribution.
    - 8.4.7. Referral statuses.
    - 8.4.8. Recovery monitoring contacts.
    - 8.4.9. Service wait times, flex fund utilization.
    - 8.4.10. Respite shelter utilization.
  - 8.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
  - 8.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
  - 8.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**9. Performance Measures**

- 9.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.2. The Department may collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.
- 9.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the Contractor



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must collect and share data with the Department in a format specified by the Department.

**10. Contract Management**

- 10.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 10.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 10.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 10.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 10.2.2.1. Data.
    - 10.2.2.2. Financial records.
    - 10.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
    - 10.2.2.5. Scheduled access to Contractor principals and staff.
- 10.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.

**11. SOR Grant Standards**

- 11.1. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 11.2. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
- 11.3. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved MAT for OUD is utilized.
- 11.4. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal



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management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

- 11.5. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements, which includes, but is not limited to ensuring recovery housing facilities utilized by clients are certified based on national standards aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 11.6. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist clients with enrolling in public or private health insurance.
- 11.7. The Contractor and referred providers shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 11.8. The Contractor and referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of, or with, HIV/AIDS.
- 11.9. The Contractor and referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 11.10. The Contractor shall collaborate with the Department to ensure compliance with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 11.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
  - 11.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD) or Stimulant Use Disorder (StimUD).
  - 11.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
  - 11.11.3. This marijuana restriction applies to all subcontracts and MOUs that receive SOR funding.
  - 11.11.4. Attestations will be provided to the Contractor by the Department.



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11.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

11.12. The Contractor shall refer to Exhibit C for grant terms and conditions including, but not limited to:

11.12.1. Invoicing.

11.12.2. Funding restrictions.

11.12.3. Billing.

**12. Data Management Requirements**

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

**13. Termination Report/Transition Plan**

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

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

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

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

13.5. 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



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**EXHIBIT B**

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.

**14. Credits and Copyright Ownership**

- 14.1. 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."
- 14.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**15. Operation of Facilities: Compliance with Laws and Regulations**

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

**16. Equal Employment Opportunity Plan (EEOP)**

SS-2021-BDAS-08-ACCES-01

Concord Hospital, Inc. - Laconia

Page 21 of 23

Contractor Initials <sup>OS</sup>  
SWS  
Date 4/29/2021

**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

16.1. The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

**17. Equipment Purchases**

17.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.

17.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

**18. Compliance with Federal and State Laws**

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

18.2. Time and Manner of Determination.

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

18.3. Documentation

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

Contractor Initials DS  
SWS  
Date 4/29/2021

**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT B**

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regarding eligibility determinations that the Department may request or require.

18.4. Fair Hearings

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



**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 97.28% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326..
  - 1.2. 2.72% Other Funds from Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment Funds
2. Governor Commission Funds
  - 2.1. The Contractor shall utilize funds in Exhibit C for the purpose of providing services and supports to clients whose needs do not make them eligible to receive SOR-funded services and supports.
  - 2.2. The Contractor shall collaborate with the Department to determine appropriate services and supports along with developing and submitting reports and invoices that are separate from reports and invoices submitted for SOR grant funds.
3. For the purposes of this Agreement:
  - 3.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 3.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR 200.3327.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. 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 Exhibit C-1, Budget through Exhibit C-4.
5. The Contractor shall seek payment for services, as follows:
  - 5.1. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 5.2. Second, the Contractor shall charge Medicare.
  - 5.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 5.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.

New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



EXHIBIT C

- 5.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 5.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
- 5.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
- 6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 6.1. Backup documentation includes, but is not limited to:
    - 6.1.1. General Ledger showing revenue and expenses for the contract.
    - 6.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 6.1.2.1. 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.
      - 6.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
    - 6.1.3. Invoices supporting expenses reported:
      - 6.1.3.1. Unallowable expenses include, but are not limited to:
        - 6.1.3.1.1. Amounts belonging to other programs.
        - 6.1.3.1.2. Amounts prior to effective date of contract.
        - 6.1.3.1.3. Construction or renovation expenses.
        - 6.1.3.1.4. Food or water for employees.
        - 6.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
        - 6.1.3.1.6. Fines, fees, or penalties.
        - 6.1.3.1.7. Per SAMSHA requirements, meals <sup>are</sup> generally

**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C**

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 three dollars (\$3.00) per person for clients.

6.1.3.1.8. Cell phones and cell phone minutes for clients.

6.1.4. Receipts for expenses within the applicable state fiscal year.

6.1.5. Cost center reports.

6.1.6. Profit and loss report.

6.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

6.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

6.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

7. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

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

SOR Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

9. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

10. 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.

11. 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.

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

New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services



EXHIBIT C

- 13. 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, including failure to submit required monthly and/or quarterly reports.
- 14. Notwithstanding Paragraph 17 of the General Provisions 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.
- 15. Audits
  - 15.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
    - 15.1.1. 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.
    - 15.1.2. 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.
    - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 15.2. 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.
  - 15.3. 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.
  - 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 15.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for

PS  
SWS

**New Hampshire Department of Health and Human Services  
Access and Delivery Hub for Opioid Use Disorder Services**



**EXHIBIT C**

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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.

Appendix E - Budget Form

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Instructions:** Fill out the Direct/Indirect columns only for both Contractor/Share and Funded by DHHS. Everything else will automatically populate.

**Bidder/Program Name:** Concord Hospital, Inc. - Leconia

**Budget Request for:** Access and Delivery Hub for Opioid Use Disorder Services  
(SS-7071-BDAS-06-ACCESS)

GC

**Budget Period:** 5/1/2021-4/30/2021

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
12. Subcontracts/Agreements	\$ 50,222.00	\$ -	\$ 50,222.00	\$ -	\$ -	\$ -	\$ 50,222.00	\$ -	\$ 50,222.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
Respite Housing	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00
Relaxzone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 109,222.00</b>	<b>\$ -</b>	<b>\$ 109,222.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 109,222.00</b>	<b>\$ -</b>	<b>\$ 109,222.00</b>

Indirect As A Percent of Direct 0.0%

Appendix E - Budget Form

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Instructions:** Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

**Bidder/Program Name:** Concord Hospital, Inc. - Laconia

**Budget Request for:** Access and Delivery Hub for Opioid Use Disorder Services  
(33-202-8045-08-ACCESS)  
GC

**Budget Period:** 7/1/2021-6/29/2021

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ 19,740.00	\$ -	\$ 19,740.00	\$ -	\$ -	\$ -	\$ 19,740.00	\$ -	\$ 19,740.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Respite Housing	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Naloxone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 36,740.00</b>	<b>\$ -</b>	<b>\$ 36,740.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,740.00</b>	<b>\$ -</b>	<b>\$ 36,740.00</b>

Indirect As A Percent of Direct 0.0%

Appendix E - Budget Form

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Concord Hospital, Inc. - Laconia

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
 (CS-2021-80AS-08-ACCESS)

SO#

Budget Period: 8/1/2021-8/30/2021

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	\$ 65,000.00	\$ -	\$ 65,000.00	\$ -	\$ -	\$ -	\$ 65,000.00	\$ -	\$ 65,000.00
2. Employee Benefits	\$ 13,820.34	\$ -	\$ 13,820.34	\$ -	\$ -	\$ -	\$ 13,820.34	\$ -	\$ 13,820.34
3. Consultants	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
4. Equipment	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
5. Supplies	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ 42,000.00	\$ -	\$ 42,000.00	\$ -	\$ -	\$ -	\$ 42,000.00	\$ -	\$ 42,000.00
8. Current Expenses	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
9. Software	\$ 2,186.66	\$ -	\$ 2,186.66	\$ -	\$ -	\$ -	\$ 2,186.66	\$ -	\$ 2,186.66
10. Marketing/Communications	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
11. Staff Education and Training	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
12. Subcontracts/Agreements	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Respite Housing	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Nabixone	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
<b>TOTAL</b>	<b>\$ 206,000.00</b>	<b>\$ -</b>	<b>\$ 206,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 206,000.00</b>	<b>\$ -</b>	<b>\$ 206,000.00</b>

Indirect As A Percent of Direct 0.0%

Appendix E - Budget Form

New Hampshire Department of Health and Human Services  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Concord Hospital, Inc. - Laconia

Budget Request for: Access and Delivery Hub for Opioid Use Disorder Services  
 (CS-2021-8048-08-ACCESS)

SOR #

Budget Period: 7/1/2021-6/29/2021

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	\$ 66,500.01	\$ -	\$ 66,500.01	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 65,000.01	\$ -	\$ 65,000.01
2. Employee Benefits	\$ 11,640.51	\$ -	\$ 11,640.51	\$ 405.00	\$ -	\$ 405.00	\$ 11,235.51	\$ -	\$ 11,235.51
3. Consultants	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
4. Equipment	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
5. Supplies	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
6. Travel	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00
7. Occupancy	\$ 31,260.00	\$ -	\$ 31,260.00	\$ 1,260.00	\$ -	\$ 1,260.00	\$ 30,000.00	\$ -	\$ 30,000.00
8. Current Expenses	\$ 753.00	\$ -	\$ 753.00	\$ 750.00	\$ -	\$ 750.00	\$ 3.00	\$ -	\$ 3.00
9. Software	\$ 3,249.90	\$ -	\$ 3,249.90	\$ -	\$ -	\$ -	\$ 3,249.90	\$ -	\$ 3,249.90
10. Marketing/Communications	\$ 3.00	\$ -	\$ 3.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 3.00
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ 36,000.00	\$ -	\$ 36,000.00	\$ -	\$ -	\$ -	\$ 36,000.00	\$ -	\$ 36,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flex	\$ 24,192.57	\$ -	\$ 24,192.57	\$ -	\$ -	\$ -	\$ 24,192.57	\$ -	\$ 24,192.57
Respite Housing	\$ 23,260.01	\$ -	\$ 23,260.01	\$ -	\$ -	\$ -	\$ 23,260.01	\$ -	\$ 23,260.01
Nabixone	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
<b>TOTAL</b>	<b>\$ 218,915.00</b>	<b>\$ -</b>	<b>\$ 218,915.00</b>	<b>\$ 3,915.00</b>	<b>\$ -</b>	<b>\$ 3,915.00</b>	<b>\$ 215,000.00</b>	<b>\$ -</b>	<b>\$ 215,000.00</b>

Indirect As A Percent of Direct

0.0%

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

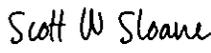
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

4/29/2021

Date

DocuSigned by:  
  
 Name: Scott W Sloane  
 Title: Chief Financial Officer

DS  
  
 Vendor Initials  
 Date 4/29/2021



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

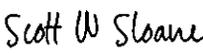
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Vendor Name:

4/29/2021  
Date

DocuSigned by:  
  
 Name: Scott W Sloane  
 Title: Chief Financial Officer

DS  
  
 Vendor Initials  
 Date 4/29/2021



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: Scott W Sloane

Title: Chief Financial Officer

SWS

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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SWS

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name:

4/29/2021

Date

DocuSigned by:

Scott W Sloane

Name: Scott W sloane

Title: chief financial officer

Exhibit G

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

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Contractor Initials



New Hampshire Department of Health and Human Services  
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/29/2021

Date

DocuSigned by:  
*Scott W Sloane*  
Name: Scott W Sloane  
Title: Chief Financial Officer



## New Hampshire Department of Health and Human Services

## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

3/2014

Contractor Initials

PHI  
SWS

Date 4/29/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials

SWS

Date 4/29/2021



## New Hampshire Department of Health and Human Services

## Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services  
 The State by: Katja Fox  
 Signature of Authorized Representative  
 katja fox  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 5/4/2021  
 Date

Concord Hospital - Laconia  
 Name of the Contractor by: Scott W Sloane  
 Signature of Authorized Representative  
 scott w sloane  
 Name of Authorized Representative  
 chief financial officer  
 Title of Authorized Representative  
 4/29/2021  
 Date



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

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

4/29/2021

Date

DocuSigned by:

*Scott W Sloane*

Name: Scott W Sloane

Title: Chief Financial Officer

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New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 073977399

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

**New Hampshire Department of Health and Human Services****Exhibit K****DHHS Information Security Requirements****A. Definitions**

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

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

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

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

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# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

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

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## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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

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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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## New Hampshire Department of Health and Human Services



## Exhibit K

## DHHS Information Security Requirements

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

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

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# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



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

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

#### V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL - LACONIA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 2020. 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: 842949

Certificate Number: 0005342938



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.

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

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Robert P. Steigmeyer, President & CEO, hereby certify that:

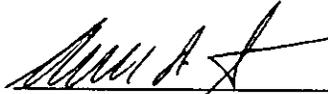
1. I am a duly elected Officer of Concord Hospital-Laconia.

2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on April 13, 2021, at which a quorum of the Trustees were present and voting.

**VOTED:** That Scott Sloane, Treasurer is duly authorized on behalf of Concord Hospital - Laconia to enter into 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: 4/26/2021



Signature of Elected Officer  
Name: Robert P. Steigmeyer  
Title: President & CEO



CERTIFICATE OF INSURANCE

Name of Self-Insured Employer: CAPITAL REGION HEALTH CARE CORPORATION (SEE ATTACHED)

Current Mailing Address: 250 PLEASANT ST., CONCORD, NH 03301

Policy Number: SP 4063844

Effective Date of Certificate: October 01, 2020

Length of Term of Policy: 1(One) year

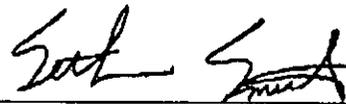
Insured's Retention: \$ 500,000 Specific Excess Self-Insured Retention Per Occurrence  
\$ 150,000 Annual Aggregate Deductible  
Specific Excess Limit: Statutory  
Employers' Liability Limit: \$ 1,000,000 Per Occurrence and Aggregate

Aggregate Per Policy Term Amount: N/A

Business Name of Insurance Company:

SAFETY NATIONAL CASUALTY CORPORATION  
Insurance Company

Authorized Representative:



SETH A. SMITH  
For Insurance Company Representative

Title of Authorized Representative:

EXECUTIVE VICE PRESIDENT UNDERWRITING  
Title of Representative

AMENDED  
Date: 04/29/2021

INSURED ADDED  
CONCORD HOSPITAL - LACONIA

EFFECTIVE  
DATE  
05/01/2021

0135 00 1297 (XWC)

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This policy is changed to provide:

No. 1

This policy insures payment of Workmen's Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workmen's Compensation Law, the Insurer shall, at the direction of the Commission of Labor, deposit any money to be received by the Insured under the provisions of this policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of the Insured unless incurred under Chapter 281 of the Workmen's Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this policy.

No. 4

If either party to this policy desires to cancel said policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.

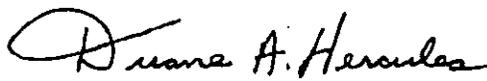
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4063844, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CAPITAL REGION HEALTH CARE CORPORATION, ET AL, dated October 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary

  
President

1015 00 1209 (XWC)

ENDORSEMENT # 001

GENERAL CHANGE ENDORSEMENT - SPECIFIC EXCESS

Effective 12:01 A.M., Local Time, May 01, 2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

- Item 1 – Employer Address
- Item 2 – States
- Item 3 – Effective Date
- Item 4 – Anniversary Date
- Item 5 – Service Company
- Item 6 – Manual Premium/Exp. Mod/Standard Premium
- Item 7 – Self-Insured Retention Per Occurrence
- Item 8(a) – Maximum Limit of Indemnity Per Occurrence
- Item 8(b) – E.L. Maximum Limit of Indemnity Per Occurrence
- Item 9 – Premium Rate
- Item 10 – Minimum Premium for the Liability Period
- Item 11 – Deposit Premium for the Payroll Reporting Period
- Item 12 – Payroll Reporting Period
- Item 13 – Endorsements

Is amended to include:

Endorsements: 0215, EMPLOYER CHANGE

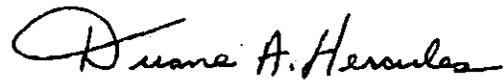
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4063844, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CAPITAL REGION HEALTH CARE CORPORATION, ET AL, dated October 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



Duane A. Hercules  
President

Countersigned this    day of

By: \_\_\_\_\_ N/A \_\_\_\_\_

0215 01 1098 (XWC)

ENDORSEMENT  
EMPLOYER CHANGE

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that Item 1 of the Declarations, EMPLOYER, shall be amended by either adding, or deleting, insured Employers on the Effective Date(s) as listed below.

DECLARATIONS:

Item 1. EMPLOYER:

<u>INSURED ADDED</u>	<u>EFFECTIVE DATE</u>
CONCORD HOSPITAL - LACONIA	05/01/2021

and, further, provided that stipulations by and notices, billings, and payments to or by any EMPLOYER shall be binding upon all other EMPLOYERS named herein; providing further, that the inclusion herein of more than one EMPLOYER shall not operate to increase or multiply the Maximum Limit(s) of Indemnity.

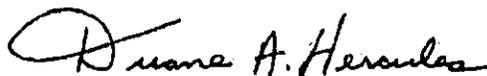
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4063844, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CAPITAL REGION HEALTH CARE CORPORATION, ET AL, dated October 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President



Department of Labor

State Office Park  
Spaulding Building  
95 Pleasant Street  
Concord, NH 03301  
603/271-3176  
TDD Access: Relay NH  
1-800-735-2964  
FAX: 603/271-6149  
<http://www.nh.gov/labor>

Ken Merrifield  
Commissioner of Labor

Rudolph Ogden, III  
Deputy Labor  
Commissioner

April 29, 2021

Dick Ford  
Capital Region Health Care Self-insured Group  
250 Pleasant Street  
Concord, NH 03301

Re: Request to add Concord Hospital – Laconia (FEIN 85-1443782)

Dear Mr. Ford

The New Hampshire Department of Labor is in receipt of the request to add Concord Hospital – Laconia to the Capital Region Health Care Self-insured Group. The required document to add this entity was received by the Department of Labor on April 29, 2021.

The request and supporting documentation has been reviewed. Please be advised that the request to add Concord Hospital – Laconia to Capital Region Health Care Self-insured Group is APPROVED, with a coverage effective date of May 01, 2021.

Thank you for your time and attention.

Caroline C. Kelly  
Assistant Director, Workers Compensation Division  
New Hampshire Department of Labor

cc: Robert Romano

# Concord Hospital Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

Board of Trustees  
Concord Hospital – Laconia

Philip Emma, Chair

Sol Asmar

William Chapman

Manisha Patel, DDS

Robert Segal

Robert Steigmeyer

# MARK DORMAN

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I have strived to perform at my optimum potential. Throughout my work experience, I have always been reliable and have always been the person that people have looked up to. I have been trusted with various duties and obligations that I have taken on with enthusiasm and a willingness that many people have admired. I take pride in the job that I do and find reward in helping people that need help.

## EXPERIENCE

**JULY 2019 – PRESENT**

**Administrative Assistant, THE DOORWAY AT LRGHEALTHCARE**

- ANSWERED PHONES AND RELAYED CORRESPONDENCE WHEN NECESSARY
- RECEIVED AND SUBMITTED BILLING FOR ALL DOORWAY EXPENSES.
- MAINTAINED A CALL LOG FOR THE DEPARTMENT
- MAINTAINED AND COMPLETED VARIOUS STATE REPORTS ON A MONTHLY BASIS.
  - MONTHLY DOORWAY NUMBERS REPORT
  - FLEXIBLE SPENDING REPORT
  - NALOXONE BALANCE REPORT
- DATA ENTRY FOR ALL CLIENTS
- REGISTRATION OF CLIENTS/ENCOUNTER INTO THE HOSPITAL PLATFORMS
- INPUTTING CHARGES FOR CLIENTS PER ENCOUNTER
- ASSIST IN MAINTAINING GREAT WORKING RELATIONSHIPS WITH COMMUNITY PARTNERS
- DISTRIBUTION OF NALOXONE TO VARIOUS COMMUNITY PARTNERS

**DECEMBER 2016-PRESENT**

**REALTOR, KELLER WILLIAMS METROPOLITAN**

- Prepared market analysis statistics, bid presentation for buyers & sellers, researched listings, set up title searches and home inspections
- Promoted sales through advertising; worked with multiple websites to promote seller's home, hosted open house events, and participated in the multiple listing services
- Established positive flow of communication with agents, clients, and all personnel involved in closing transactions
- Negotiated contracts with agents representing buyers and sellers
- Educated sellers and buyers concerning legal disclosures
- Facilitated the closing process on behalf of the clients and insured that all parts of the contracts were met prior to closing

**NOVEMBER 2005 – JULY 2019**

**MASTER SECURITY OFFICER, LAKES REGION GENERAL HOSPITAL**

- I help maintain a safe environment for patients, visitors, and employees.
- I have to be ready for any disturbances that may put patients, visitors, and employees in

danger.

- I conduct various rounds to insure the security of the hospital and the outside practices of the hospital.
- I have dealt and continue to deal with mental health patients on a daily basis.
- I have restrained patients, via 4-point, that have become out of control and are either suicidal, a flight risk, or another form of risk that may be harmful to themselves or others.
- I am in charge of key disbursement through requisitions forms that come into the security department.
- I have conducted restraint training to various departments throughout the organization.
- I have conducted the monthly duress alarm testing in the facility.
- I have conducted fire extinguisher checks on a monthly basis.
- With the role of Master Security Officer, I am the Officer in charge when there is not a Security Sergeant on duty.

**MAY 2001 – OCTOBER 2005**

**HEAD COUNSILOR, RECREATION LEADER, THE BALSAMS GRAND RESORT**

- In the summer time, I was the head Counselor for the children's camp.
- I led, organized, and controlled activities for the children.
- I was also a Lifeguard for our outdoor pool.
- My responsibilities were to maintain a safe environment for the guests in and around the pool.
- In the winter season, I was the Recreation Leader.
- My responsibilities were to lead and help organize the winter activities for the guests.

## **EDUCATION**

**SEPTEMBER 2000 – JANUARY 2002**

**STUDIED SPORTS MANAGEMENT, NICHOLS COLLEGE**

**SEPTEMBER 2002 – MAY 2004**

**ASSOCIATES IN BUISNESS ADMINISTRATION WITH A SPECIALIZATION IN SPORTS MANAGEMENT, NEW HAMPSHIRE TECHNICAL INSTITUTE**

## **SKILLS**

- People-person
- Microsoft Excel, Word, and PowerPoint
- Sales
- Organizational
- Communication and Listening
- Customer Service

## **ACTIVITIES**

There are many things in life that I find truly happy. One of them being spending as much time as I can with my family. Another passion I have is softball and basketball. I enjoy playing in the local leagues and really developing team building.

## **CERTIFICATIONS/LICENSES**

- Real Estate Salesperson
- IAHSS – Supervisory
- CPR/AED

**CURRICULUM VITAE**

**PAUL F. RACICOT, MD**  
August 2016

**HOME:** [REDACTED]

**OFFICE:** Lakes Region General Hospital  
Emergency Department  
80 Highland Street  
Laconia, NH 03246  
Tel. (603) 527-2819

**EDUCATION**

6/77 **BA, Bowdoin College, Brunswick, ME**  
Phi Beta Kappa

6/82 **MD, University of Massachusetts Medical School,**  
Worcester, MA

**POST GRADUATE TRAINING**

1982 - 1983 **Internship - Internal Medicine**  
1983 - 1985 **Residency - Internal Medicine**  
Berkshire Medical Center, Pittsfield, Massachusetts  
(a major teaching hospital of UMass Medical School)

1985 \* Recipient of "Outstanding Resident Teacher Award"

**PRACTICE EXPERIENCE**

1985 - 1986 **Emergency Room Physician (Full Time)**  
• Hillcrest Hospital, Pittsfield, MA

1986 - 2006 **Director, Emergency Room Services**  
**Active Staff** with privileges in **Emergency Medicine**  
**Courtesy Staff** with privileges in **Internal Medicine**  
• Franklin Regional Hospital, Franklin, NH

1986 - 1992 **Visiting Staff** with privileges in **Emergency Medicine**  
• Lakes Region General Hospital, Laconia, NH

1989 - 1995 **Courtesy Staff** with privileges in **Emergency Medicine**  
• Concord Hospital, Concord, NH  
• Huggins Hospital, Wolfeboro, NH

1989 - Present **Director, Employee/Occupational Health Department**  
• Franklin Regional Hospital, Franklin, NH

1992 - 2006 **Chief, Emergency Services**  
**Active Staff** with privileges in **Emergency Medicine**  
• Lakes Region General Hospital, Laconia, NH

1997 - 2014 **President, Central NH ER Associates**  
174 Philbrook Road, Sanbornton, NH

2000, 2001, 2002 **NH Top ER Doc 2000, 2001, and 2002**  
*New Hampshire* magazine

2000 - Present **Medical Director, Nathan Brody Outpatient Chemical Dependency Program**  
73 Daniel Webster hwy, Belmont, NH 03220

2002 - Present **Chairman, Department of Medicine**  
• LRGHealthcare, Laconia, NH

2006 - Present **Assistant Director ER Services**  
• Lakes Region General Hospital  
• Franklin Regional Hospital

**CURRICULUM VITAE**

**Paul F. Racicot, MD**

**Page 2**

**PRACTICE EXPERIENCE**

2009 – Present

**Clinical Coordinator, 3<sup>rd</sup> Year Medical Students**

- LRGHealthcare, Laconia, NH

2010-Present

**Regional Clinical Dean UNE Medical School,**

- Biddeford, ME

2015—Present

**President of the Medical Staff of LRGHealthcare**

- Lakes Region General Hospital

- Franklin Regional Hospital

**CERTIFICATIONS**

09/11/85

**American Board of Internal Medicine**

12/08/89

**American Board of Emergency Medicine**

12/98 – Present

**Certified Medical Review/Officer**

**TRUSTEE**

1988 - 1994

**New Hampshire Hospital Association**

125 Airport Road, Concord, NH

1991 - 2002

**Franklin Regional Hospital**

15 Aiken Avenue, Franklin, NH

2009 - Present

**LRGHealthcare**

**Lakes Region General Hospital**

80 Highland Street, Laconia, NH

**MEMBERSHIP**

1986 - Present

**Member, New Hampshire Medical Society**

1995 - 1997

**Member, New Hampshire Board of Medicine**

1997 - Present

**Member, American College of ER Physicians**

2013 – Present

**Treasurer, New Hampshire Medical Society**

**PERSONAL DATA**

Born in Oxford, MA - 1955

Married with two children

**REFERENCES**

Personal and professional references provided on request

**LORI L. SEOG, LADC**



**EMPLOYMENT**

September 2019 to Present

**LRGHEALTHCARE LLC/FRANKLIN REGIONAL HOSPITAL**

14 Aiken Street, Franklin, NH

**Recovery Clinic Counselor**

- Provide clinical screening, assessment and counseling to adult men and women related to substance use disorders
- Conduct clinical evaluations for clients accessing emergency substance use disorder services
- In collaboration with clients, create meaningful treatment plans to support desired personal recovery outcomes
- Facilitate group counseling sessions to include psycho-education
- Identify resources and provide case management to clients needing supports such as housing, insurance, food, etc.
- Manage data, files, and required client documentation
- Prepare comprehensive clinical evaluations regarding client history of misuse and identification of appropriate recommendations
- Work with community providers to identify crisis interventions as required

April 2017 to Present

**CHANGING POINT COUNSELING, LLC**

20 Canal Street, Suite 315, Franklin, NH

**Licensed Alcohol and Drug Counselor**

- Provide clinical screening, assessment and counseling to adolescent/adult men and women related to substance use disorders
- Work in collaboration with clients to create meaningful treatment plans
- Identify resources and provide case management to clients needing supports such as housing, insurance, food, etc.
- Manage data, files, and required client documentation
- Prepare comprehensive clinical evaluations regarding client history of misuse and identification of appropriate recommendations
- Authorized by State of New Hampshire as an Impaired Driver Services Provider
- Instruct psycho-educational classes related to trauma, substance misuse, and life skills
- Work with community providers to identify crisis interventions as required
- Full-time position through September 2019 and presently working part-time in this role

December 2010 - February 2017

**MERRIMACK COUNTY DEPARTMENT OF CORRECTIONS**

314 Daniel Webster Highway, Boscawen, NH

**Chief/Administrator of Programs and Services**

- Provided oversight of inmate management to include community corrections, mental health services, substance use disorder services, and rehabilitative services
- Created, modified and recommended programs, policies, and procedures to support agency operations
- Facilitated individual and group substance use disorder counseling sessions
- Instructed psycho-educational classes related to trauma, substance misuse, and life skills
- Participated as member of the Department's executive staff
- Conducted inspections of correctional facility to assess operations
- Developed and monitored budget and grants for Programs and Services Section
- Ensured regulatory compliance with local, state, and federal laws
- Handled inmate grievances and personnel investigations as directed by the Superintendent
- Interpreted and enforced policies, rules, and regulations of the agency
- Provided comprehensive case management to male and female offenders as needed
- Collaborated with community partners to identify resources to support inmates' transition from jail to community
- Provided crisis intervention to inmates with co-occurring disorders

## LORI L. SEOG

Page Two

December 2007  
- January 2011

### STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS

105 Pleasant Street, Concord, NH

#### Administrator III, Director of Programs, Bureau of Programs

- Interpreted the needs of and provided oversight of service delivery for all male and female offenders in the content areas of education, career and technical education, family support, substance use disorder services, recreation, library, chaplaincy, volunteer services, and case management within each of the Department's state prisons
- Worked directly with the Assistant Commissioner and Commissioner of the Department to strategize and achieve agency goals and objectives
- Developed, implemented and reviewed policies and procedures for long-term administration of departmental programs
- Ensured regulatory and legal compliance was achieved and maintained in areas of oversight
- Monitored operational activities throughout the Bureau for efficient and effective allocation of agency resources by evaluating programs and implementing changes as necessary
- Managed staffing plans for up to 85 employees as well as personnel policies to accomplish organizational objectives
- Represented the Department at legislative hearings and public speaking engagements
- Responsible for budget development and accountability as related to the Bureau of Programs

July 2007  
- December 2007

### STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS

105 Pleasant Street, Concord, NH

#### Administrator III, Administrator of Women Offenders and Family Services

- Developed and coordinated programs within the NH Department of Corrections State Prison for Women to ensure gender responsive and evidence based measures were utilized to meet the specific needs of women
- Developed, implemented and reviewed policies, procedures and programs related to women
- Monitored operational activities for efficient and effective allocation of agency resources by evaluating programs and authored changes as necessary
- Planned, developed and provided training for successful program implementation
- Evaluated quality assurance for all Department of Corrections' treatment programs and any contracted programs to maintain program consistency
- Conferred with and made recommendations to the Commissioner, Assistant Commissioner or designee, regarding program services and management strategies for any changes to meet agency objectives
- Provided input regarding necessary data collection and evaluation to measure effective programming and supervision
- Acted as Interim Director of Programs, Bureau of Programs for the NH Department of Corrections

November 2004  
- July 2007

### STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS

1 Right Way Path, Laconia, NH

#### Case Counselor/Case Manager

- Observed inmates and collaborated with colleagues to develop programs for assessing resident treatment and rehabilitation services
- Established treatment goals and developed individualized treatment programs for incarcerated offenders in preparation for release
- Prepared reports and case summaries for Office of Parole and the Courts
- Provided consultation services to other professionals, employers, probation and parole officers, police and others regarding program objectives of incarcerated participants
- Developed and taught life skills educational opportunities; facilitated peer support groups

March 2003  
- December 2004

### LAKES REGION COMMUNITY SERVICES COUNCIL

635 Main Street, Laconia, NH

#### Family Support Manager

- Interpreted the needs of the community to develop and evaluate relevant programming for children, adolescents, adults, and families
- Directed operation of Family Resource Center programs and services to at-risk families and in-home supports

## LORI L. SEOG

Page Three

- Engaged in public speaking, workshop leadership, and education
- Responsible for developing, implementing grants and monitoring program budgets
- Supervised and implemented State of New Hampshire's Comprehensive Family Support Grant
- Supervised staff and volunteers
- Researched, developed, managed and implemented grants

February 2001  
- June 2002

### CHIROPRACTIC ASSOCIATES OF BEDFORD

39 So. River Road, Bedford, NH

#### Marketing and Promotions Outreach Specialist

- Developed and implemented all aspects of marketing strategy for three doctor practice and supporting services
- Created and implemented special events and educational offerings both on and off-site
- Maintained and provided oversight of computer systems
- Responsible for management and purchasing of business supplies
- In absence of Business Administrator, responsible for all levels of business operations to include payroll, accounts receivables, banking, and personnel management

March 1994  
- December 2000

### PENACOOK COMMUNITY CENTER

76 Community Drive, Penacook, NH

#### Executive Director

- Chief Executive Officer of a non-profit agency that provided educational, social, and recreational needs within the community for children, adolescents, adults, and senior citizens
- Responsible for fiscal management to include budgeting, fundraising and grant development as well as oversight implementation of organization policies and personnel management to include hiring, firing and staff development
- Interpreted the needs of the community to develop relevant programming for children, teens, adults, and senior citizens
- Supervised juvenile diversion program for adjudicated and pre-adjudicated youth
- Set guidelines for supervision of youth behavior within all programs
- Collaborated with various local, county, school district and social service agencies to develop and implement programs for children, adolescents, adults and senior citizens
- Insure agency met all state, local and county government licensing requirements
- Developed strategic, long-range plans for organization in collaboration with Board of Directors

## EDUCATION

Southern New Hampshire University, Manchester, NH  
January 2012 – March 2013, Master of Science, Justice Studies/Public Administration

American Jail Association and Correctional Management Institute of Texas at  
Sam Houston University, Huntsville, TX  
National Jail Leadership Command Academy Class #11  
Graduate, November 2012

National Institute of Corrections, Aurora, CO  
Executive Excellence Class #14  
Graduate, January 2011

State of New Hampshire Police Standards and Training Council, Concord, NH  
New Hampshire Department of Corrections Academy Class #79  
Graduate, May 2005

Franklin Pierce University, Concord, NH  
December 2004, Bachelor of Arts, Human Services/Social Work, *Magna Cum Laude*  
May 2000, Associate of Arts Degree, Management  
October 1988, Certificate, Business Management

**LORI L. SEOG**

Page Four

**PERSONAL**

State of New Hampshire, Licensed Alcohol and Drug Counselor, License #0124 (LADC)  
State of New Hampshire authorized Impaired Driver Service Provider  
Certified Recovery Coach, Connecticut Community for Addiction Recovery  
Notary Public  
Justice of the Peace  
Leadership Greater Concord Program Graduate, 2015-2016  
Member, New Hampshire Association of Alcohol and Drug Counselors  
Member, New Hampshire Providers Association  
Franklin Animal Shelter Volunteer, Former Board Member/Officer  
Employee of the Year 2004, Lakes Region Facility, NH Department of Corrections  
Employee of the Quarter, Merrimack County Department of Corrections  
Computer Literate to include Microsoft Word, Excel, Publisher, Visio, and PowerPoint  
Former Board Member Good Life/Centennial Senior Center; Merrimack Valley Little League; Merrimack Valley Youth Soccer; Appalachian Mountain Teen Project and Very Special Arts New Hampshire

Corey E. Gately

**Education**

Springfield College School for Human Services, Manchester, NH  
Master's of Science in Human Services, concentration in Community Psychology  
Graduated May 1995  
GPA: 3.9

Keene State College, Keene, NH  
Bachelor of Arts in Psychology and Sociology  
Associate's in Chemical Dependency  
Psychology Honor Society  
Graduated May 1993

**Experience**

August 2018 – Present  
LRGHealthcare  
Director of Substance Use Services  
The Doorway at LRGHealthcare  
LRGHealthcare Recovery Clinic

January 2018 – December 2018  
Plymouth State University  
Teaching Lecturer

May 2015 – present  
Lakes Region General Healthcare Recovery Clinic – Laconia, NH  
Clinical Program Coordinator  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

September 2012 – May 2015  
Horizons Counseling Center, Gilford, NH  
Intensive Outpatient Substance Abuse Counselor  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

June 2001 - August 2012  
Lakes Region General Healthcare, Laconia, NH  
Intensive Outpatient Substance Abuse Counselor  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

**Current Activities**

Franklin Mayor's Task Force  
Gilford Together Committee Member  
St. Baldrick's Committee Member  
Gilford School District Parent Volunteer

NAADAC Member and NHADACA Member  
2011 New Hampshire 40 under 40 Award  
2012 NHADACA Counselor of the Year  
2016 Leadership Lakes Region Participant

## Erika Houten

Authorized to work in the US for any employer

### Work Experience

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#### **Patient Navigator**

The Doorway at LRGH - Laconia, NH  
February 2019 to Present

Helping people access and get to all treatment types for substance use disorder. Following up with these people as well as the facilities and programs which they may have applied for. Working with DCYF as well as probation and parole and other area agencies.

#### **Shared Family Living Provider**

Lakes Region Community Service Council  
August 2008 to Present

Shared Family Living Provider (Adult w/Disabilities in my home)

- Bathing
- Toileting (some incontinence)
- All personal care
- Dressing
- Supporting in community and personal relationships
- Active Part of her Care Team
- Assistance with all ADLs
- Scheduling appointments
- Assisting with communication (she is non verbal/uses minimal sign)

#### **ER Technician**

LRGHealthcare - Laconia, NH  
September 2016 to February 2019

I am a Mental Health worker in the emergency psych department. I help patients with substance misuse disorders and mental health issues.

#### **LNA**

Concord Hospital - Concord, NH  
November 2015 to May 2017

Per diem LNA on an adult Med-Surge unit. All responsibilities of an LNA working as part of a team to provide the best patient care possible.

#### **Adult & Senior Psychiatric Patient Care**

Franklin Region Hospital & Lakes Region General Hospital - Franklin, NH  
October 2013 to April 2015

Per diem LNA on an Adult DRF, also per diem in Gero Psych, Med Surge and ICU

- Adult & Senior Psychiatric Patient Care
- Bathing
- Toileting
- All personal care
- Supporting Adults and Seniors with Psychiatric and Mental Health Issues
- Deescalating patients that may be aggressive verbally or physically
- Reporting behaviors and complaints to the RN
- Monitoring agitation levels, sleep, and safety for all patients
- CPI certified

### **Front Desk Receptionist**

Riverbend Community Mental Health - Concord, NH  
July 2007 to June 2008

Answering Phones

- Scheduling Appointment thru Computerized system
- Assisting clients with mental health emergencies, by calming them and contacting appropriate team members
- Filing
- Billing
- Active Part of the Administrative Team to support the Mental Health Office

### **Customer Service Associate**

Cigna Healthcare - Hooksett, NH  
November 2005 to July 2007

High Volume call center for Cigna Healthcare.

- Premium Billing.
- Handle over 100+ inbound calls per shift.
- Take incoming calls from both providers and members answering questions about benefits and claims.
- Resolving eligibility claims and benefits issues using industry software and tools.
- Document all activities to ensure accurate reporting of plan issues.
- Provide timely resolution of claim issues within company standards.
- Troubleshooting claims to find out why they were processed incorrect.
- Verify whether or not the providers are in network.
- Data entry.
- Processing returned claims.

### **Administrative Assistant**

M&D Paving Enterprises - Belmont, NH  
April 2001 to November 2005

Seasonal, Light Quick Books exp.

- Payroll, filing, banking (deposits)
- Answering heavy call volume relating to sales and customer concerns
- Setting appointments
- Direct interaction with the president on a daily basis and other work related errands.

## Education

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### **In progress of obtaining my BA in Psychology**

SNHU - Manchester, NH

2012 to 2016

## Certifications and Licenses

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### **CPR**

## Additional Information

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### TECHNICAL SKILLS:

- Windows NT 4.0/2000/XP • MS Outlook • PC's
- Microsoft Office, • Color Laser Printers • Quick books • Fax machine
- Xerox & Cannon Copiers

**CONTRACTOR NAME**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paul Racicot MD	Medical Director	\$247,000	10%	\$24,700.00
Corey Gately	Director Substance Use Services	\$108,078.40	70%	\$75,654.88
Lori Seog	Licensed Alcohol and Drug Counselor	\$45,393.92	100%	\$45,393.92
Mark Dorman	Administrative Assistant	\$37,752.00	100%	\$37,752.00
Erika Houten	Patient Navigator	\$43,160.00	100%	43,160.00