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

Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
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June 10, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below in **bold** to modify the scopes of services to include Stimulant Use Disorders in the array of services provided by the Contractors, with no change to the price limitation of **\$9,660,064** and no change to the contract completion dates of September 30, 2021, effective July 1, 2021 or upon Governor and Council approval, whichever is later. 76.315 % Federal Funds. 11.017 % General Funds. 12.668% Other Funds (Governor Commission).

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
<b>Bridge Street Recovery, LLC</b>	<b>341988</b>	Statewide	<b>\$1,351,667</b>	\$0	<b>\$1,351,667</b>	<b>O: 12/18/20, #15</b>
Dismas Home of New Hampshire, Inc.	290061-B001		\$135,650	\$0	\$135,650	O: 12/2/20, #15 A1: 6/16/21, #TBD
<b>FIT/NHNH, Inc</b>	<b>157730-B001</b>		<b>\$1,029,677</b>	\$0	<b>\$1,029,677</b>	<b>O: 12/2/20, #15</b>
<b>Grafton County New Hampshire – Grafton County Department of corrections and Alternative Sentencing</b>	<b>177397-B003</b>		<b>\$217,000</b>	\$0	<b>\$217,000</b>	<b>O: 12/18/20, #15</b>
<b>Harbor Homes, Inc.</b>	<b>166574-B001</b>		<b>\$1,701,384</b>	\$0	<b>\$1,701,384</b>	<b>O: 12/18/20, #15</b>

Headrest	175226-B001	<b>Statewide</b>	\$366,150	\$0	\$366,150	O: 12/2/20, #15 A1: 6/16/21, #TBD
Hope on Haven Hill, Inc.	275119-B001		\$328,715	\$0	\$328,715	O: 12/18/20, #15
Manchester Alcoholism Rehabilitation Center	177204-B005		\$2,145,829	\$0	\$2,145,829	O: 12/18/20, #15 A1: 6/16/21, #TBD
Phoenix Houses of New England, Inc.	177589-B001		\$1,264,109	\$0	\$1,264,109	O: 12/2/20, #15
Southeastern New Hampshire Alcohol and Drug Abuse	155292-B001		\$1,097,883	\$0	\$1,097,883	O: 12/18/20, #15
The Community Council of Nashua, N.H.	154112-B001		\$12,000	\$0	\$12,000	O: 12/18/20, #15
West Central Services, Inc.	177654-B001		\$10,000	\$0	\$10,000	O: 12/2/20, #15
			<b>Total:</b>	\$9,660,064	\$0	\$9,660,064

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

**See attached fiscal details.**

#### EXPLANATION

This request represents the remaining nine (9) of twelve (12) requests for Substance Use Disorder Treatment Services. The Department presented the first three (3) requests to Governor and Executive Council on June 16, 2021, Item #TBD.

The purpose of this request is to update the scopes of services to include Stimulant Use Disorders in the array of services provided by the Contractors in accordance with changes in Federal funding regulations. This amendment will enable individuals with a Stimulant Use Disorder to receive this increased room and board funding, which is needed due to an increase in stimulant use, including methamphetamine, in NH. According to the State Medical Examiner's office, there were 59 confirmed drug deaths that involved methamphetamine in calendar year 2020, up from 52 in 2019 and 22 in 2018, for a total of 133 deaths in the three year period. Between 2012 and 2017 there was a total of 25 deaths involving methamphetamine.



This request also clarifies language regarding the use of the Department's electronic health records system and Web Information Technology System, which is utilized by all Contractors providing these services.

The Contractors provide substance use disorder treatment and recovery support services for New Hampshire residents and/or individuals who are homeless in New Hampshire and are in need of services. The Contractors ensure individuals with substance use disorders receive the appropriate levels of treatment and recovery support services and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery. Approximately 1372 clients have received services to date in State Fiscal Year 2021.

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

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

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

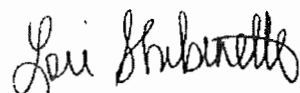
Should the Governor and Executive Council not authorize this request, individuals in need of services may not receive the full array of treatment, tools and education that is required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Shabinette  
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

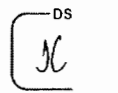
1. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21., Paragraph 1.21.4 to read:
  - 1.21.4 The Contractor shall utilize the WITS system for individuals who are in a program funded by, or under the oversight of, the Department, which includes:
    - 1.21.4.1. Individuals receiving BDAS-funded SUD treatment services;
    - 1.21.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.21.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.5 to read:
  - 1.21.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.6 to read:
  - 1.21.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Scope of Services, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title, to read:
  - 5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1 Sign and have in effect, Exhibit L Amendment #1, Sample End User License Agreement with the State of New Hampshire prior to such referencing or

marketing.

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

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

6. Billing information for Room and Board for Medicaid Clients in residential level of care who have Opioid Use Disorder (OUD) or Stimulant Use Disorders, as defined in the SOR Grant.
  - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD or Stimulant Use Disorders in residential level of care.
  - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$685,000**.
  - 6.3. The Contractor shall maintain documentation that includes, but is not limited to:
    - 6.3.1. Medicaid ID of the Client.
    - 6.3.2. WITS ID of the Client, if applicable.
    - 6.3.3. Period for which room and board payments apply.
    - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
    - 6.3.5. Amount being billed to the Department for the service.
  - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorder.
  - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
7. Add Exhibit L Amendment #1, Sample End User License Agreement, which is attached hereto and incorporated by reference herein.



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

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

State of New Hampshire  
Department of Health and Human Services

5/26/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
ED9D05B04C63442  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

Bridge Street Recovery, LLC.

5/26/2021  
\_\_\_\_\_  
Date

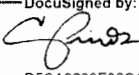
DocuSigned by:  
*John Christian*  
E66D19540A61497...  
\_\_\_\_\_  
Name: John Christian  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/27/2021

Date

DocuSigned by:  


D56A0202E32C4AE...

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

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

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

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

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

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

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

The logo consists of a square border with the letters 'DS' in the top right corner and a stylized signature 'JC' in the center.

5/26/2021

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

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

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

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

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_



# State of New Hampshire

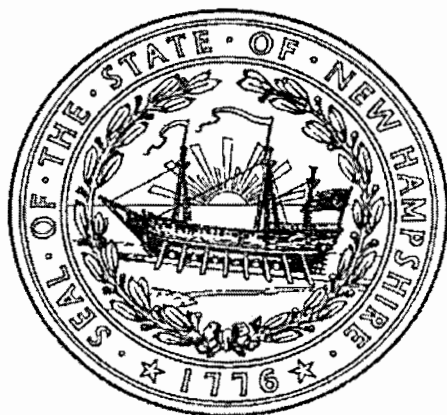
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BRIDGE STREET RECOVERY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 20, 2018. 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: **799463**

Certificate Number: **0005373391**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of May A.D. 2021.

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF AUTHORITY**

I, Stephen Bryan, hereby certify that:

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

1. I am a duly elected Clerk/Secretary/Officer of Bridge Street Recovery, LLC.

(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 1, 2020, at which a quorum of the Directors/shareholders were present and voting.

(Date)

**VOTED:** That John Christian (may list more than one person)

(Name and Title of Contract Signatory)

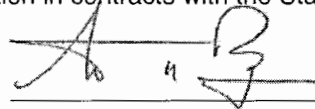
is duly authorized on behalf of Bridge Street Recovery, LLC to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect 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: May 27, 2021



Signature of Elected Officer

Name: Stephen Bryan

Title: Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2021

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> andrea.nicklin@crossagency.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Evanston Insurance Company <b>NAIC #</b> 35378	
<b>INSURER B:</b> Granite State Health Care and Human Services Self-	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 20-21 GL 21-22 WC      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2AA338689	12/11/2020	12/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HCHS20210000381 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  DHHS 129 Pleasant Street  Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Bridge Street Recovery, LLC

Mission Statement: Quality of Care, Innovation, Socially and Financially Sustainable. Our mission is to provide innovative and individualized substance use disorder treatment services utilizing evidence-based medical and behavioral health treatment modalities, enabling all clients to achieve and maintain long-term recovery. Our vision is to inspire a new standard of care in the delivery of substance use disorder treatment that's both affordable and accessible to New Hampshire residents across a broad range of social and economic conditions.

June 3, 2021

To Whom It May Concern:

Bridge Street Recovery, LLC is a new entity and does not have audited financials. We plan on commencing operations later this month.

  
\_\_\_\_\_  
John Christian, CEO

Bridge Street Recovery, LLC Board of Directors List

Stephen Bryan  
John Christian

## David Nicholas Scott, LADC II, CAMS II

### Work Experience

---

8/19- Present **Modern Assistance Program**

Quincy, MA

*Clinician*

- Perform substance abuse assessment and evaluation of individuals who are experiencing behavioral health concerns for referral to appropriate level of care.
- Work directly with providers for placement into inpatient and outpatient programming.
- Conduct utilization review with providers to substantiate level of medical necessity. Collaboration on ongoing treatment planning and aftercare.
- Facilitate psychoeducational substance abuse groups with program Intensive Outpatient Program.
- Provide Individual counseling for individuals experiencing challenges with substance use, relationship issues, and stress management.

7/18- 8/19 **NeuroRestorative**

Delran, NJ

*Clinical Evaluator*

- Conducts Clinical evaluation on prospective participants within Southern New Jersey, Pennsylvania, and Delaware.
- Assist Individuals with identification of viable funding options via Medicaid, private insurance, and public funds.
- Marketing to possible referral sources including hospitals, acute rehabilitation, subacute rehabilitation, skilled nursing facilities, community organization and managed care organizations.
- Assist with negotiation of single case agreements and member benefits prior authorizations.

4/17-7/18 **NeuroRestorative NJ**

Delran, NJ

*Program Director*

- Supervises team of over 50 staff members working in seven residential homes servicing adults who have experienced a Traumatic Brain Injury.
- Assure all homes and client records are in compliance with DDD and Commission on Accreditation of Rehabilitation Facilities standards.
- Manage the annual budget and supervise organizations purchase cards for all programs.
- Qualified Brain Injury Specialist certification.
- 

4/16- 4/17 **Bancroft NeuroHealth**

Haddonfield, NJ

*Program Manager*

- Supervises a team of over 30 staff members working in eight residential homes servicing children and adolescents with Autism and Intellectual Disabilities.
- Assure all home are in compliance with DCF and Joint Commission standards and guidelines.
- Ensure that all staff members are trained on clinical behavior plans.
- Manage the annual budget for homes as well as entrusted accounts for client's personal

financial accounts.

- Complete all performance evaluations for all direct reports.

10/11-4/16

**Covenant House**

12/14/-4/16

*Coordinator of Crisis Residential*

Atlantic City, NJ

- Supervises team of over 20 staff, interns and volunteers.
- Oversees and supervises all client case management.
- Prepared and submitted quarterly outcome reports.
- Serve on the Agency's strategic planning team leader for Impact of Behavior Strategic initiative.
- Design and manage annual budget.
- Member of the Covenant House Atlantic City Leadership team.

03/14-12/14

*Coordinator of Specialized Services*

Newark, NJ

- Developed and manage on-site Educational and Vocational programs including the High School Equivalency and Job Readiness classes.
- Supervision of High School Equivalency, Basic Literacy, and Job readiness instructors. As well as supervising Jesuit Volunteer and AmeriCorps Vista volunteers.
- Evaluated existing Agency programs and services and develop improvement plans.
- Participate in grant proposal writing and outcome reporting.
- Conduct staff training in the areas of relationship building, client assessment, crisis management, and service procedures.
- Served as team member for Agency's strategic planning team Education.
- Design and manage annual budget.
- Member of the Covenant House Newark Leadership team.

10/12-3/14

*Service Manager*

Atlantic City, NJ

- Conducted Supervision for Youth Advisor in daily interactions and case-management with residents.
- Enforcement of structural guidelines of program and related resident responsibilities.
- Assisted in the utilization of community resources in the areas of Mental Health treatment, Substance Abuse, and Legal resources.

04/12-12/12

*Youth Advisor*

Atlantic City, NJ

- Assessed and managed resident crisis situations such as suicide ideation and gestures, verbal and physical altercations, etc.
- Carried out case management tasks with residents.
  1. Conducted assessment with clients
  2. Prepared with each client an individual case plan, including goals in six areas: social; emotional; spiritual; education; vocational; physical.
  3. Met with each client for weekly one-on-one sessions
  4. Made appropriate recommendations and referrals for services
- Monitored building to ensure residents' safety.

10/11-4/12

*Resident Advisor*

Atlantic City, NJ

- Supervised youth enrolled and residing in the Covenant House Rights of Passage Transitional Living Program.
- Designed and facilitated Life skill courses.
- Aided in the connection of community resources for transition to independent living.
- Co-created case-management plans with residents to achieve personal and career goals.

## Volunteer Experiences

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- 02/19- Present      **Brain Injury Association of Delaware**      Dover, DE
- Executive Board Member
  - Strategic Planning
  - Fundraising
  - Advising member on use of TBI trust fund disbursements.
- 09/10-12/10      **Richard Stockton University**      Pomona, NJ  
*Community Partnerships Volunteer*
- Tutored at student at The Martin Luther King Elementary School of Atlantic City in the areas of Mathematics, Science, Reading and Writing.
  - Lead and monitored physical activities with youth.
- 02/10-09/10      **Atlantic City Rescue Mission**      Atlantic City, NJ  
*Tutor and Kitchen Volunteer*
- Participated in the Tutoring program for at-risk and homeless adolescents that receive services for the shelter.
  - Aided in the preparation and meal service for resident.

## Education

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- 6/19- Present      **Southern New Hampshire University**      Manchester, NH  
**Master's in Business Administration**  
Anticipated Graduation 2021
- 6/17-7/17      **Neurobehavioral Training Institute, LLC**  
**Qualified Brain Injury Support Provider Supervisor (QBISP-S)**
- 09/12-12/20      **University of Massachusetts Boston**      Boston, MA  
*Addiction Counselor Education Program*
- 09/07-12/10      **Richard Stockton University of New Jersey**      Pomona, NJ  
*Bachelor of Arts*  
Major in Business Studies



# Alison M. Bryan

## EDUCATION

- University of Massachusetts**, Boston, MA May 2009  
• Addictions Counselor Education Program Certificate
- Cambridge College**, Cambridge, MA August 2007  
♦ M.Ed., LMHC, School Adjustment Counseling licensure
- Boston College**, Chestnut Hill, MA May 2000  
♦ BA, majors: Sociology, Hispanic Studies
- Universidad de Deusto**, Bilbao, Spain Junior Year Study Abroad

## CLINICAL EXPERIENCE

- Modern Assistance Program**. Mental Health and Substance Abuse Clinical Counselor Quincy, MA  
January 2014-present
- Conducts assessments and works with individual clients in developing treatment goals
  - Provides individual therapy using varied therapeutic techniques to achieve goals and maintain a healthy lifestyle
  - Facilitates substance use groups and family support groups
  - Maintaining client files and submitting paperwork to appropriate personnel
  - Collaborate with other counselors physicians and nurses to plan and coordinate treatment
  - Provides case management and referral services to clients including assistance in accessing 12 step programs, specialized trauma services, intensive eating disorder programs and ongoing family therapy
- Scituate High School**. School Adjustment Counselor Scituate, MA  
September 2007-June 2011
- ♦ Provided individual long-term, short-term and crisis oriented counseling in a variety of areas including substance abuse, grief, suicide, violence, depression and eating disorders
  - ♦ Worked in conjunction with school staff, families and outside providers to best serve students by making community referrals, determining education accommodations and completing bio-psychosocial assessments
  - ♦ Facilitated a substance abuse group primarily for students facing disciplinary actions
  - ♦ Participated in the suicide prevention program and assisted in the coordination of the depression workshop program
  - ♦ Implemented the Student Assistance Program by training teachers to recognize problematic behaviors in students and refer them to a core team that develops a strategy to best assist the student and family
- ♦ **Lincoln-Sudbury Regional High School**. Clinical Intern Sudbury, MA  
September 2006-June 2007
- ♦ Provided individual long-term, short-term and crisis oriented counseling in a variety of areas including substance abuse, grief, suicide, violence, depression and eating disorders
  - ♦ Worked in conjunction with school staff and family to best serve students by making community referrals, determining education accommodations and completing bio-psychosocial assessments
  - ♦ Co-facilitated a substance abuse group
  - ♦ Participated in the suicide prevention program and assisted in the coordination of the depression workshop program
  - ♦ Transition planning for middle school students to the high school
- Eliot Community Human Services, Chrysalis House**. Case Manager Framingham, MA  
September 2006-Present
- ♦ Individual counseling in various arenas such as substance abuse, trauma, anxiety, depression and anger management, as well as crisis management
  - ♦ Family therapy in Spanish and English
  - ♦ Conducted assessments and developed treatment plans in conjunction with the client and through psychotherapy, helped residents achieve treatment goals
  - ♦ Lead treatment meetings, working with community and residential caseworkers and collaborating with milieu staff to facilitate clinical interventions
  - ♦ Facilitated "My Life, My Choice", a prostitution prevention group and a psycho-educational drug and alcohol group
- Eliot Community Human Services, Chrysalis House**. Clinical Intern Framingham, MA  
January 2006-August 2006
- ♦ Individual counseling utilizing creative techniques such as art therapy, play therapy and music therapy
  - ♦ Developed treatment plans and worked with clients on goals and expectations for the program
  - ♦ Co-lead a drug and alcohol process group that explored decision-making skills, coping skills and planned for future pitfalls
- Boston Medical Center**. Life Skills Advocate Roxbury, MA  
January 2006-August 2006
- ♦ Working with HIV patients by going in to their homes and forming a therapeutic alliance
  - ♦ Developing treatment interventions to increase patients' hospital visits and improve medication adherence
  - ♦ Providing services by working as a liaison between the patient and community resources such as testing, counseling services, food pantries, AA/NA meetings, JRI and battered women's shelters

- ◆ Responsible for the collaborating on and completing the Contract Monitoring and Assessment Report

# Alison M. Bryan

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## RELEVANT EXPERIENCE WITH CHILDREN

**Safe Harbor Coalition**, Coalition Member

Cohasset, MA

September 2018-present

- Facilitated Guiding Good Choices, a four session parenting course focused on alcohol and drug use prevention, strengthening family bonds and helping children make safe choices. Session 3 includes the teenager and teaches refusals skills including how to keep friends while making safe choices
- Facilitated a community coffee to assist caregivers with appropriate interventions for their children as well as creating a supportive community where individuals felt safe sharing difficult experiences they were having while raising their children.

**Sudbury Swim and Tennis Club**, Pool Director

Sudbury, MA

May 2000-September 2000

- ◆ Responsible for general pool maintenance and safety for a facility with a membership of two hundred families
- ◆ Managing, supervising and directing a staff of nine lifeguards
- ◆ Coordinating swim team, diving and swim lessons

**Concord Country Club**, Pool Programs Coordinator

Concord, MA.

Summers of 1996, 1997, 1998

- ◆ Leading and supervising a staff of twelve lifeguards
- ◆ Managing, coordinating and supervising the swim lesson program and instructing aquatics lessons
- ◆ Coaching the six year olds and under swim team of twenty children while training a junior coach
- ◆ Initiating and collaborating in the organization of staff events for all country club employees

## OTHER SKILLS

### *Languages*

Fluent in Spanish

- ◆ Cervantes Institute's Basic Diploma of Spanish as a Foreign Language
- ◆ Spent junior year of college studying abroad in Bilbao, Spain which provided a unique insight to the Basque Culture
- ◆ Spent summers of 1994 and 1995 in Santander and Vitoria, Spain learning about the culture, language and customs

### *Trainings*

- Certified Clinical Trauma Professional
- Guiding Good Choices Facilitator
- ◆ Dialectical Behavior Therapy training online from Behavioral Tech, LLC (Lincoln-Sudbury Regional High School)
- ◆ Life Skills Advocate Training, Fundamentals of HIV/AIDS, Hepatitis & STDs, Positive Prevention into Practice Training, HIV and Communities of Color (Department of Public Health/Boston Medical Center)

## LICENSES

Licensed Clinical Mental Health Counselor, State of New Hampshire, License #2178

Licensed Mental Health Counselor, State of Massachusetts, License #7448

Licensed Alcohol and Drug Counselor I, State of Massachusetts, License #18820

# Alison M. Bryan

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## OTHER PROFESSIONAL EXPERIENCE

**Reid Graphics.** Product Manager  
January 2005-November 2005

Andover, MA

- ◆ Responsible for the sales and marketing of a new line of educational products
- ◆ Generating and contacting leads by focusing on key industries where there may be opportunities to provide our product
- ◆ Responsible for trade show management, advertising opportunities, internet sales and inventory and production management

**Kohl's Department Store.** Area Supervisor  
May 2002-June 2004

Medford, MA

- ◆ Supervising multiple selling departments to ensure that customer service, merchandising and visual presentation are maintained
- ◆ Monitor sales volume to identify opportunities to increase business and communicate merchandise needs to management
- ◆ Training associates in preparing ad signs for sales and ensuring accuracy to company and state standards
- ◆ Assigning tasks and directing workflow while training associates in merchandising skills and floor operations
- ◆ Captain of the Kohl's Kids Who Care Program within the Medford store

**Roll Systems, Inc.** Sales Administrator  
January 2001-May 2002

Burlington, MA

- ◆ Supporting a sales team of fourteen by processing sales orders as well as preparing and distributing proposals
- ◆ Working directly with the Director of International Sales to help in the international sales procedure
- ◆ Translating Spanish documents and responding to customer service issues of Spanish speaking clientele
- ◆ Ensuring international shipping requirements as well as conveying shipping information to the appropriate channels.
- ◆ General data inputting, typing and filing responsibilities

**PrimeLearning.com.** Sales Administrator  
September 2000-January 2001

Concord, MA

- ◆ Supporting a sales team consisting of five inside sales representatives and three outside sales representatives
- ◆ Aiding the business developer and company consultant by editing documents and providing information to company partners
- ◆ Assisting the Direct Marketing Manager with mailings and marketing reports
- ◆ Processing reports, completing the sales process, inputting information into database, filing, typing and editing documents

**Boston College Center for International Studies.** Peer Coordinator/Advisor  
September 1999 - May 2000

Chestnut Hill, MA.

- ◆ Advising students preparing to study abroad as well as orienting new foreign students
- ◆ Orienting new students, collating documents, preparing mailings, typing and photocopying
- ◆ Directing a team responsible for general correspondence with Boston College students who were studying abroad

**Boston College Dining Facilities.**  
September 1997 - May 1998

Chestnut Hill, MA.

- ◆ Maintaining inventory records and monitoring linen orders and translating for Spanish speaking employees

**ELIZABETH SOUFFRONT, PhD**

**PROFESSIONAL EXPERIENCE**

**Mass Bay Counseling**

234 Copeland St.

Quincy, MA 02169

**Psychologist – 2007 to Present**

Provide individual and couples therapy to clients over the age of thirteen at a private practice setting. Referrals come to the Center from insurance companies, health care facilities and the general population. Center serves a wide range of diagnostic categories and levels of functioning. Specializing in treating substance and process addictions, affective disorders, anxiety, personality disorders. Credentialed with most insurance plans.

**Modern Assistance Programs, Inc.**

**Clinical Supervisor/ Consultant- 2018 to present**

Provide clinical supervision and utilization reviews to EAP company. Provide clinical review and consultation on complex addiction, mental health and other co-occurring disorders cases. Consult in clinical policy.

**Bridgewater State University School of Social Work**

**Part Time Faculty- 2014 to Present**

Design and teach courses on addictions and addiction treatment for undergraduate/graduate students. Design and teach an addiction continuing education certificate program for Licensed social workers.

**Addictions Counselor Education Program**

UMASS Boston

Boston, MA

**Instructor – 2013 to Present**

Design and teach a counseling theory and skills course, provide guest lectures on a variety of topics such as: cultural competence and violence risk assessment. Prepare online courses in Spanish on counseling skills, family therapy and practicum supervision.

**Latin American Health Institute**

95 E. Berkeley St.

Boston, MA 02116

**Clinical Supervisor- 2010 to 2013**

Provided Individual and group clinical supervision to master level staff and doctoral psychology interns. Supervised grant on Seeking Safety program for clients with trauma and substance abuse.

**Arbour Counseling Services**

**100 Ledgewood Place, Suite 202**

**Rockland, MA (781) 871-6550 x17**

**Clinic Director- 2006 to 2008**

**Administer and supervise all aspects of a mental health outpatient clinic. Provide clinical supervision to approximately 10 fee for service clinicians. Coordinate intakes and assign cases. Administer clinic's utilization review program. Comply with and maintain standards for a wide range of public and private insurance companies. Design and implement an aggressive marketing program to promote clinic's growth. Responsible for budgets and profits for this clinic within the larger Arbour Health System. Provide individual, couples and family therapy to individuals with multiple mental health and substance abuse problems. Clinic serves clients from ages 6 to 80 from several towns in Southeastern Massachusetts.**

**St. Francis House**

**39 Boylston St. Boston, MA 02112 (617) 654-1237**

**Director of Counseling and Clinical Services - 2000 to 2006**

**Supervise Case management and Mental Health services in a Day Shelter setting. Design and implement counseling, employment, housing and immigration services for homeless adults. Provide clinical supervision for four master's level licensed clinicians and ten case managers. Direct Mental Health services.**

**Supervise and train Security staff. Design and monitor security procedures for the Day Shelter. Coordinate security and safety demands with counseling and rehabilitation goals. Provide in service trainings on professional and clinical issues.**

**Manage and maintain the budget for three departments. Coordinate with other programs within the Agency. Maintain positive communication with other Agencies that provide services to the homeless and poor.**

**Federal Bureau of Prisons, Federal Correctional Institution Fort Dix**

**P.O. Box 38, Fort Dix, New Jersey 08640 (609) 723-1100**

**Drug Abuse Program Coordinator - 1994 to 2000**

**Designed, directed and implemented drug abuse services for 2,000 male low security inmates. Conducted multiple theme focused and insight oriented therapy groups.**

**Assessed, planned and monitored drug treatment needs of inmates. Designed and coordinated self- help groups and wellness activities that would enhance treatment.**

**Assisted Chief Psychologist with all administrative and supervisory activities during Chief's frequent reassignments and absences. Provide clinical supervision to six doctoral level staff psychologists during these times. Consulted, advised and trained other prison staff on dealing with mental health issues and psychiatrically impaired inmates. Provided**

emergency services and confrontation avoidance when necessary. Performed Staff Psychologist's duties upon demand. All services were provided in English and Spanish.

Staff Psychologist- 1993 to 1994

Provided intakes to all inmates arriving in the Institution. Conducted brief counseling, individual therapy, group therapy and drug education to inmates. Due to lack of staff, my role included all aspects of Psychology services in a prison setting. Provided learning evaluations for the Education Department. Conducted multiple training sessions for prison staff on interpersonal/ communication skills, suicide prevention, cultural diversity and sexual assault prevention. Provided consultation services to other departments and Employee Assistance services.

Atlantic Behavioral Health (Currently AtlantiCare)

13N. Hartford Ave. Atlantic City, NJ (609)348-1161 or (609) 561-7911

Psychologist- 1988 to 1993

Atlantic Behavioral Health is a community mental health center. Duties consisted of mainly providing individual therapy to any individual requesting services. Caseload consisted of adults, children and families with a wide range of psychiatric problems. Provided diagnosis and treatment and coordinated psychiatric consultations for medications. Referred clients for psychiatric hospitalizations and provided follow up upon discharge. Major psychiatric diagnosis and personality disorders represent an area of expertise. Conducted numerous psychological evaluations for the Court System, Probation, Parole and the Division of Youth and Family Services. Psychological evaluations included a wide variety of tests and referral reasons. Conducted intellectual evaluations and complete child custody evaluations. Supervised predoctoral interns one day per week. This was part of a full predoctoral internship with Ancora Psychiatric Hospital.

Camcare Health Organization

400 Market St. Camden, NJ (609)541-1700

Psychologist / Supervising Psychologist – 1983 to 1984 & 1985 to 1988

Camcare is a community mental health center. Provided individual and family therapy to members of the community. Clients were seen for a wide variety of psychiatric problems. Responsibilities included diagnosis and treatment of these clients. Coordinated treatment with other community agencies. Clients were routinely referred for psychiatric hospitalizations and followed upon return. Psychological evaluations were conducted for various agencies, such as, the Division of Youth and Family services and the Courts. During the last year at Camcare, I also supervised master's level clinical staff. The supervision was clinical and administrative.

**Coatesville Veterans Administration Medical Center  
Coatesville, PA (610) 384-7711**

**Clinical Psychology Intern- 1984 to 1985**

**This was an A.P.A. Approved clinical psychology internship. Included several rotations: Acute Psychiatric Inpatient Unit, Neuropsychology, Nursing Home Care Unit, Outpatient Clinic and Post Traumatic Stress Disorder Unit. Conducted psychological and neuropsychological evaluations. Provided individual and group therapy. Some of the more specialized experiences included insight oriented group therapy with Vietnam veterans suffering from Post Traumatic Stress disorder and group therapy with psychiatric patients in an acute phase. Facilitated orientation and daily living skills groups for nursing home patients. The population consisted of veterans of all ages in inpatient and outpatient settings.**

**EDUCATION**

**Temple University  
Philadelphia, PA**

**PhD in Counseling Psychology-1986  
A.P.A. Approved program**

**University of Puerto Rico  
Rio Piedras, PR**

**Master of Arts in Clinical Psychology  
1981**

**University of Puerto Rico  
Mayaguez, PR**

**Bachelor of Arts in Psychology-  
1979, Magna Cum Laude**

**RESEARCH**

**The Family Patterns of Alcoholic Families- Master's Thesis**

**The Use of the Rorschach in Discriminating between Vietnam Veterans with Post Traumatic Stress Disorder and Vietnam Veterans with other Psychiatric Diagnosis- Doctoral Dissertation**

**Bilingual and Bicultural in English and Spanish**

**Licensed to Practice Psychology in the State of New Jersey- 1990**

**Licensed to Practice Psychology in the State of Massachusetts- 2000**

**Licensed to Practice Psychology in New Hampshire- 2019**

**TRAINING**

**Intensive Family Therapy Training – 100 hours, Mental Research Institute, Palo Alto, California**



**Couples therapy Training- 20 hours, Marriage council of Philadelphia, Philadelphia, PA**

**Clinical Supervision Training- 9 month externship, Division of Mental Health and Hospitals, State of New Jersey.**

**Sexual Addiction & Traumatic Bonding- 16 hours**

**Violence Risk Assessment workshop- 16 hours**

**Hare's Psychopathy Checklist – 16 hours**

**Hostage Negotiation Training- Serve as mental health expert for the HNT Team. Received 4hours/month and one week per year from 1994 to 2000**

**Treating the Addictions- Harvard Medical School – 72 hours, 2002 and 2003, 2004, 2005, 2006, 2007, 2008, 2010, 2015, 2018**  
**Multiple one day trainings and other Harvard Medical School conferences on varied clinical topics**

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
David Scott	Program Director	\$90,000	60	\$54,000
Elizabeth Souffront	Clinical Director	\$75,000	60	\$45,000
Alison Bryan	Clinician	\$65,000	100	\$65,000



Lori A. Shibiaette  
Commissioner

Katja S. Fox  
Director

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

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

November 25, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$6,744,478 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Bridge Street Recovery	TBD	Statewide	\$1,351,667
Grafton County New Hampshire-Grafton County Department of Corrections and Alternative Sentencing	177397-B003		\$217,000
Harbor Homes, Inc.	166574-B001		\$1,701,384
Hope on Haven Hill, Inc.	275119-B001		\$328,715
Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center	177204-B005		\$2,035,829
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001		\$1,097,883
The Community Council of Nashua, NH	154112-B001		\$12,000
		<b>Total:</b>	<b>\$6,744,478</b>

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

**See attached fiscal details.**

#### **EXPLANATION**

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

This request represents the remaining seven (7) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department presented the first five (5) requests Governor and Executive Council on December 2, 2020 (item #15).

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

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

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

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

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

Areas served: Statewide

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

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

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

Bridge Street  
Recovery

Vendor Code:TBD

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$160,290	\$160,290
2022	102-500731	Contracts for Prog Svc	\$0	\$53,430	\$53,430
Sub-total			\$0	\$213,720	\$213,720

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,885	\$2,885
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

Dismas Home of NH

Vendor Code: 290061-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$18,991	\$0	\$18,991
2022	102-500731	Contracts for Prog Svc	\$5,851	\$0	\$5,851
Sub-total			\$22,842	\$0	\$22,842

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Famum

Vendor Code: 177204-B005

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-500731	Contracts for Prog Svc	\$0	\$56,100	\$56,100
Sub-total			\$0	\$159,647	\$159,647

FIT/NHMH

Vendor Code: 157730-B001

PO TBD

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

Attachment A  
Financial Details

Grafton County Vendor Code: 177397-8003

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$51,934	\$51,934
2022	102-500731	Contracts for Prog Svc	\$0	\$17,632	\$17,632
<b>Sub-total</b>			<b>\$0</b>	<b>\$69,566</b>	<b>\$69,566</b>

Harbor Homes, Inc. Vendor Code: 166574-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$167,663	\$167,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
<b>Sub-total</b>			<b>\$0</b>	<b>\$221,761</b>	<b>\$221,761</b>

HEADREST, Inc Vendor Code: 175228-8001

PO TBD

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

Hope on Haven Hill Vendor Code: 275119-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$24,044	\$24,044
2022	102-500731	Contracts for Prog Svc	\$0	\$8,014	\$8,014
<b>Sub-total</b>			<b>\$0</b>	<b>\$32,058</b>	<b>\$32,058</b>

North Country Health Consortium Vendor Code: 158557-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

PO TBD

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

Southeastern NH Alcohol and Drug Services Vendor Code: 155292-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$82,069	\$82,069
2022	102-500731	Contracts for Prog Svc	\$0	\$28,051	\$28,051
<b>Sub-total</b>			<b>\$0</b>	<b>\$110,120</b>	<b>\$110,120</b>

Attachment A  
Financial Details

West Central Services Vendor Code: 177854-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
<b>Sub-total</b>			<b>\$3,205</b>	<b>\$0</b>	<b>\$3,205</b>
<b>Total Gov. Comm</b>			<b>\$408,500</b>	<b>\$810,719</b>	<b>\$1,219,219</b>

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

Bridge Street Recovery Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$339,710	\$339,710
2022	102-500731	Contracts for Prog Svc	\$0	\$113,237	\$113,237
<b>Sub-total</b>			<b>\$0</b>	<b>\$452,947</b>	<b>\$452,947</b>

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$6,115	\$6,115
2022	102-500731	Contracts for Prog Svc	\$0	\$2,038	\$2,038
<b>Sub-total</b>			<b>\$0</b>	<b>\$8,153</b>	<b>\$8,153</b>

Dismas Home of NH Vendor Code: 290061-B001

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

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$219,453	\$219,453
2022	102-500731	Contracts for Prog Svc	\$0	\$118,900	\$118,900
<b>Sub-total</b>			<b>\$0</b>	<b>\$338,353</b>	<b>\$338,353</b>

FIT/NHHH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$110,068	\$110,068
2022	102-500731	Contracts for Prog Svc	\$0	\$37,368	\$37,368
<b>Sub-total</b>			<b>\$0</b>	<b>\$147,434</b>	<b>\$147,434</b>



Attachment A  
Financial Details

Harbor Homes, Inc. Vendor Code: 188574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$469,989	\$469,989

HEADREST, Inc Vendor Code: 175228-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$78,774	\$0	\$78,774
2022	102-500731	Contracts for Prog Svc	\$24,629	\$0	\$24,629
Sub-total			\$101,403	\$0	\$101,403

Hope on Haven Hill Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$50,956	\$50,956
2022	102-500731	Contracts for Prog Svc	\$0	\$16,986	\$16,986
Sub-total			\$0	\$67,942	\$67,942

North Country Health Consortium Vendor Code: 158557-B001 PO1062986

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

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
Sub-total			\$269,050	\$0	\$269,050

Attachment A  
Financial Details

Alcohol and Drug  
Services

Vendor Code: 155292-8001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$173,931	\$173,931
2022	102-500731	Contracts for Prog Svc	\$0	\$59,449	\$59,449
Sub-total			\$0	\$233,380	\$233,380

West Central  
Services

Vendor Code: 177854-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,699
Sub-total			\$6,795	\$0	\$6,795
Total Clinical Svcs			\$865,750	\$1,718,198	\$2,583,948

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

Bridge Street  
Recovery

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$457,000	\$457,000
2022	102-500731	Contracts for Prog Svc	\$0	\$228,000	\$228,000
Sub-total			\$0	\$685,000	\$685,000

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-8001

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

Dismas Home of NH

Vendor Code: TBD

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

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Civ/Farnum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$1,132,229	\$1,132,229
2022	102-500731	Contracts for Prog Svc	\$0	\$405,600	\$405,600
Sub-total			\$0	\$1,537,829	\$1,537,829

Attachment A  
Financial Details

FIT/NHMH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$308,261	\$0	\$308,261
2022	102-500731	Contracts for Prog Svc	\$73,666	\$0	\$73,666
<b>Sub-total</b>			<b>\$381,927</b>	<b>\$0</b>	<b>\$381,927</b>

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Harbor Homes, Inc. Vendor Code: 186574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$743,334	\$743,334
2022	102-500731	Contracts for Prog Svc	\$0	\$266,300	\$266,300
<b>Sub-total</b>			<b>\$0</b>	<b>\$1,009,634</b>	<b>\$1,009,634</b>

HEADREST, Inc. Vendor Code: 175226-B001

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

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$168,415	\$168,415
2022	102-500731	Contracts for Prog Svc	\$0	\$60,300	\$60,300
<b>Sub-total</b>			<b>\$0</b>	<b>\$228,715</b>	<b>\$228,715</b>

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

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

Attachment A  
Financial Details

Southeastern NH  
Alcohol and Drug  
Services Vendor Code: 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$555,383	\$555,383
2022	102-500731	Contracts for Prog Svc	\$0	\$199,000	\$199,000
Sub-total			\$0	\$754,383	\$754,383

West Central  
Services Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			<u>\$1,483,586</u>	<u>\$4,215,561</u>	<u>\$5,679,149</u>
Grand Total All			<u>\$2,737,838</u>	<u>\$6,744,478</u>	<u>\$9,482,316</u>

**Attachment A  
Financial Details**

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-01)

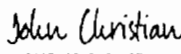

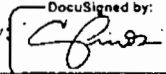
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bridge Street Recovery, LLC		1.4 Contractor Address 482 East Road Frankestown, NH 03043	
1.5 Contractor Phone Number  (617) 774-0331	1.6 Account Number 05-92-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	1.7 Completion Date  September 30, 2021	1.8 Price Limitation  \$1,351,667
1.9 Contracting Officer for State Agency  Nathan D. White, Director		1.10 State Agency Telephone Number  (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 11/24/2020		1.12 Name and Title of Contractor Signatory John Christian CEO	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 11/25/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials   
Date 11/24/2020

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials   JC    
Date 11/24/2020



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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

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

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.

**1.4. Clinical Services**

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
  - 1.4.2.1. Focus on the client's strengths;
  - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
  - 1.4.2.3. Are client and family centered;
  - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
  - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
  - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
  - 1.4.4.1. The provision of information;
  - 1.4.4.2. Risk assessment;
  - 1.4.4.3. Intervention and risk reduction education, and
  - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.

1.5. State Opioid Response (SOR) Grant Standards

- 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
- 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
- 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
  - 1.5.3.1. Methadone.
  - 1.5.3.2. Buprenorphine products, including:
    - 1.5.3.2.1. Single-entity buprenorphine products;
    - 1.5.3.2.2. Buprenorphine/naloxone tablets;
    - 1.5.3.2.3. Buprenorphine/naloxone films; and
    - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
  - 1.5.3.3. Long-acting injectable buprenorphine products.
  - 1.5.3.4. Buprenorphine implants.
  - 1.5.3.5. Injectable extended-release naltrexone.

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

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

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

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

1.7.1.4.1. Ensuring timely admission of individuals to services.

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

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

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

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

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

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

**1.8. Substance Use Disorder Treatment Services**

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

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- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Partial Hospitalization as defined as ASAM Criteria, Level 2.5. The Contractor shall ensure partial hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. The Contractor shall ensure partial hospitalization is provided to individuals for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 1.8.5. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

1.9. Recovery Support Services

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- 1.9.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.
- 1.9.2. The Contractor shall provide recovery support services in coordination with providing services in Paragraphs 1.8.1 through 1.8.5 to an individual, as follows:
  - 1.9.2.1. Intensive Case Management
    - 1.9.2.1.1. The Contractor shall provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment

**1.10. Enrolling Individuals for Services**

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

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- 1.10.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.10.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.10.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 1.10.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
  - 1.10.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.
  - 1.10.6.2. During treatment only when determined by a Licensed Counselor.
- 1.10.7. The Contractor shall either complete clinical evaluations in Paragraph 1.10.6, above before admission or Level of Care Assessments in Paragraph 1.10.3, above before admission along with a clinical evaluation in Paragraph 1.10.6, above after admission.
- 1.10.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
  - 1.10.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
  - 1.10.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
    - 1.10.8.2.1. A service with a lower Intensity ASAM Level of Care;
    - 1.10.8.2.2. A service with the next available higher intensity ASAM Level of Care;

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- 1.10.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
  - 1.10.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:
- 1.10.9.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
    - 1.10.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
    - 1.10.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
      - 1.10.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
      - 1.10.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
        - 1.10.9.1.2.2.1. 60-minute individual or group outpatient session per week;
        - 1.10.9.1.2.2.2. Recovery support services, as needed by the individual; and
        - 1.10.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.

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

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- 1.10.15.1. The parent's inability and/or unwillingness to pay the fee; or
- 1.10.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.10.16. The Contractor shall provide services to eligible individuals who:
  - 1.10.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
  - 1.10.16.2. Have co-occurring mental health disorders; and/or
  - 1.10.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.10.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.10.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
  - 1.10.18.1. Kitchens.
  - 1.10.18.2. Group rooms.
  - 1.10.18.3. Recreation rooms and/or areas.
- 1.11. Denial of Services
  - 1.11.1. The Contractor shall ensure individuals who are denied services:
    - 1.11.1.1. Are informed of the reason for denial; and
    - 1.11.1.2. Receive assistance with identifying an accessing appropriate available treatment.
  - 1.11.2. The Contractor shall not deny services to any individual solely because the individual:
    - 1.11.2.1. Previously left treatment against the advice of staff;
    - 1.11.2.2. Relapsed from an earlier treatment;
    - 1.11.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 1.11.2.4. Has been diagnosed with a mental health disorder.
- 1.12. Waitlists
  - 1.12.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

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

1.13. Assistance with Enrolling in Insurance Programs

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

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

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

1.14. Service Delivery Activities and Requirements

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

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

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

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

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

1.14.1.3.2. Progressive discipline, leading to administrative discharge.

1.14.1.3.3. Reporting and appealing staff grievances.

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

1.14.1.3.5. Policies on client and employee smoking.

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

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- 1.14.1.3.7. Policies and procedures for holding a client's possessions.
  - 1.14.1.3.8. Secure storage of staff medications.
  - 1.14.1.3.9. A client medication policy.
  - 1.14.1.3.10. Urine specimen collection, as applicable, that:
    - 1.14.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
    - 1.14.1.3.10.2. Minimize falsification.
  - 1.14.1.3.11. Safety and emergency procedures on:
    - 1.14.1.3.11.1. Medical emergencies;
    - 1.14.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
    - 1.14.1.3.11.3. Reporting employee injuries;
    - 1.14.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
    - 1.14.1.3.11.5. Emergency closings; and
    - 1.14.1.3.11.6. Posting of the above safety and emergency procedures.
  - 1.14.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
  - 1.14.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
  - 1.14.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.14.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:

- 1.14.2.1. During initial contact.

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- 1.14.2.2. During screening.
- 1.14.2.3. At intake.
- 1.14.2.4. During admission.
- 1.14.2.5. During on-going treatment services.
- 1.14.2.6. At discharge.
- 1.14.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
  - 1.14.3.1. During initial contact.
  - 1.14.3.2. During screening.
  - 1.14.3.3. At intake.
  - 1.14.3.4. During admission.
  - 1.14.3.5. During on-going treatment services.
- 1.14.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.14.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
  - 1.14.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.14.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:

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



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- 1.14.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
- 1.14.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
  - 1.14.6.2. Ensure providers include, but are not limited to:
    - 1.14.6.2.1. A primary care provider, as appropriate.
    - 1.14.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
    - 1.14.6.2.3. Medication assisted treatment provider, as appropriate.
    - 1.14.6.2.4. Peer recovery support provider, as appropriate.
  - 1.14.6.3. Coordinate with local recovery community organizations, if available, in order to:
    - 1.14.6.3.1. Bring peer recovery support providers into the treatment setting;
    - 1.14.6.3.2. Meet with individuals to describe available services; and
    - 1.14.6.3.3. Engage individuals in peer recovery support services as applicable.
  - 1.14.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
  - 1.14.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
    - 1.14.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
    - 1.14.6.5.2. Probation and/or parole programs, as applicable
    - 1.14.6.5.3. The Doorways, as applicable.
  - 1.14.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.14.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:

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

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

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

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

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

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

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

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

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

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

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

1.14.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

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

1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.15. Individual and Group Education**

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

1.15.1.1. Hepatitis C Virus (HCV).

1.15.1.2. Human Immunodeficiency Virus (HIV).

1.15.1.3. Sexually Transmitted Diseases (STD).

1.15.1.4. Tobacco Treatment Tools that include:

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

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

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

**1.16. Medication Services**

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

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

1.16.2.1. The client's name;

1.16.2.2. The medication name and strength;

1.16.2.3. The prescribed dose;

1.16.2.4. The route of administration;

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

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- 1.16.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
  - 1.16.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
  - 1.16.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
  - 1.16.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.16.8. The Contractor shall document in an individual client medication log:
  - 1.16.8.1. The medication name, strength, dose, frequency and route of administration;
  - 1.16.8.2. The date and the time the medication was taken;
  - 1.16.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 1.16.8.4. The reason for any medication refused or omitted.
- 1.16.9. The Contractor shall ensure upon a client's discharge that:
  - 1.16.9.1. The medication log is included in the client's record; and
  - 1.16.9.2. The client is provided with remaining medication to take with him or her

**1.17. Tobacco Free Environment**

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

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- 1.17.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
  - 1.17.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
  - 1.17.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
  - 1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.
  - 1.17.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 1.17.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.17.3. The Contractor shall ensure the tobacco free environment policy is:
  - 1.17.3.1. Posted in the Contractor's facilities.
  - 1.17.3.2. Posted in all Contractor vehicles.
  - 1.17.3.3. Included in employee, individual, and visitor orientations.
- 1.17.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.
- 1.18. Staffing
  - 1.18.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
  - 1.18.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
    - 1.18.2.1. Job title;
    - 1.18.2.2. Physical requirements of the position;
    - 1.18.2.3. Education and experience requirements of the position;
    - 1.18.2.4. Duties of the position;
    - 1.18.2.5. Positions supervised; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.19. Facilities License**

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

**1.20. Inspections**

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

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



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- 1.22.1.2. Participating in site visits.
- 1.22.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.22.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.22.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
  - 1.22.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.22.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.22.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.22.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.23. Client Discharge and Transfer
  - 1.23.1. The Contractor may discharge a client from a program due to:
    - 1.23.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
    - 1.23.1.2. The client terminates from the program due to:
      - 1.23.1.2.1. Administrative discharge;
      - 1.23.1.2.2. Non-compliance with the program;
      - 1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; and
    - 1.23.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
  - 1.23.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:

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- 1.23.2.1. The dates of admission and discharge or transfer.
  - 1.23.2.2. The client's psychosocial substance abuse history and legal history.
  - 1.23.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
  - 1.23.2.4. The reason for discharge or transfer.
  - 1.23.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
  - 1.23.2.6. A summary of the client's physical condition at the time of discharge or transfer.
  - 1.23.2.7. A continuing care plan, including all ASAM domains.
  - 1.23.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
  - 1.23.2.9. The dated signature of the counselor completing the summary.
- 1.23.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.23.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
- 1.23.4.1. The discharge summary;
  - 1.23.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.23.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.23.4.3.1. TB test results;
    - 1.23.4.3.2. A record of the client's treatment history; and
    - 1.23.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.23.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:

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

1.24. Client Rights

1.24.1. Notice of Client Rights

- 1.24.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
  - 1.24.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
  - 1.24.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
  - 1.24.1.1.3. Notification of rights are documented in the client record.
  - 1.24.1.1.4. Posting the notices continuously and conspicuously;
  - 1.24.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

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

**1.25. Administrative Remedies**

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

1.25.1.1. Requiring a Contractor to submit a plan of correction (POC);

1.25.1.2. Imposing a directed POC upon a Contractor;

1.25.1.3. Suspension of a contract; or

1.25.1.4. Revocation of a contract.

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

1.25.2.1. Identifies each deficiency;

1.25.2.2. Identifies the specific remedy(s) that has been proposed; and

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

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

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

1.25.3.1.1. How the Contractor intends to correct each deficiency;

1.25.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and

1.25.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;

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

1.25.3.2.1. Achieves compliance with contract requirements;

1.25.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;

<sup>OS</sup>  
[Handwritten initials]

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- 1.25.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
- 1.25.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.25.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.25.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.25.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.25.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.25.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.25.4.1. Reviewing materials submitted by the Contractor;
  - 1.25.4.2. Conducting a follow-up inspection; or
  - 1.25.4.3. Reviewing compliance during the next scheduled inspection;
- 1.25.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.25.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.25.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.25.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.25.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.25.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

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

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Contractor Initials

*JC*

Bridge Street Recovery, LLC

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

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

**3. Reporting Requirements**

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

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

**4. Performance Measures**

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

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

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

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

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

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**5.3. Credits and Copyright Ownership**

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

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

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

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

**6. Records**

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final

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

**7. Maintenance of Fiscal Integrity**

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

7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

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

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

7.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

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**Payment Terms**

**1. Sources of Funding**

This Agreement is funded by:

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

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

**2. For the purposes of this Agreement:**

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

**3. Non Reimbursement for Services**

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

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

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

3.5.1. If the individual owns a vehicle:

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

3.5.2. If the individual does not own a vehicle:

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

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

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

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EXHIBIT C**



- 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
- 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. Calculating the Amount to Charge the Department Applicable to All Services
  - 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
  - 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
  - 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
  - 5.4. The Contractor shall determine and charge for services provided, as follows:
    - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.2. Second: Charge the client according to Section 10, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
  - 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 10, Sliding Fee Scale, in accordance with the client's applicable income level.
  - 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
  - 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

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**New Hampshire Department of Health and Human Services  
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- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
- 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$685,000**.
- 6.3. The Contractor shall maintain documentation of the following:
- 6.3.1. Medicaid ID of the Client.
  - 6.3.2. WITS ID of the Client, if applicable.
  - 6.3.3. Period for which room and board payments apply.
  - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
  - 6.3.5. Amount being billed to the Department for the service.
- 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).

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

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

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

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

7.1.2. The charges to the Department.

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

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

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

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

**8. Charging for Clinical Services under Transitional Living**

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

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

**9. Additional Billing Information: Intensive Case Management Services**

9.1. The Contractor shall charge for Intensive Case Management Services in accordance with Section 5 above for clients admitted to programs in accordance to Exhibit B, Scope of Services and only after billing other public and private insurance.

9.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.

9.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

**10. Sliding Fee Scale**

10.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

10.2. The Contractor shall implement the sliding fee scale as follows:

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

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

**11. Submitting Charges for Payment**

**New Hampshire Department of Health and Human Services  
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- 11.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:
  - 11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 11.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 11.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
  - 11.1.5. Submit separate batches for each billing month.
- 11.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 11.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 11.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:
  - Financial Manager
  - Department of Health and Human Services
  - 129 Pleasant Street
  - Concord, NH 03301
- 11.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 11.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 11.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 11.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or

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**New Hampshire Department of Health and Human Services  
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products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

- 11.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 11.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 11.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 11.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 11.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 11.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**12. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**

- 12.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 12.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
  - 12.2.1. Make cash payments to intended recipients of substance abuse services.
  - 12.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
  - 12.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
  - 12.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

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



12.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

12.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

13. Audits

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

13.1.1. 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.

13.1.2. 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.

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

13.2. 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.

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



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- 13.3. 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.
  - 13.4. 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.
  - 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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



**Exhibit C-1**

**Service Fee Table**

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

**Table A**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.1.	Transitional Living for room and board only	\$75.00	Per day
1.2.	Individual Intensive Case Management	\$16.50	15 min
1.3.	Group Intensive Case Management	\$5.50	15 min





New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D

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

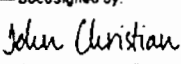
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name:

11/24/2020

Date

DocuSigned by:  
  
 Name: John Christian  
 Title: CEO

Vendor Initials   
 Date 11/24/2020



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name:

11/24/2020

Date

DocuSigned by:

*John Christian*

Name: John Christian

Title: CEO

Vendor Initials

Date 11/24/2020



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/24/2020

Date

DocuSigned by:
John Christian
Name: John Christian
Title: CEO

Contractor Initials

DS
JC

Date 11/24/2020



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS  
K

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



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

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

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

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

Contractor Name:

11/24/2020

Date

DocuSigned by:

*John Christian*

Name: John Christian

Title: CEO

Exhibit G

Contractor Initials JC

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



New Hampshire Department of Health and Human Services  
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/24/2020

Date

DocuSigned by:  
*John Christian*  
Name: John Christian  
Title: CEO





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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Contractor Initials

SC

Date 11/24/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

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Contractor Initials JS

Date 11/24/2020

## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

3/2014

Contractor Initials

Date 11/24/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials NC

Date 11/24/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Bridge Street Recovery, LLC

The State by:

Name of the Contractor

*Katja Fox*

*John Christian*

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

John Christian

Name of Authorized Representative  
Director

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

11/25/2020

11/24/2020

Date

Date

DS  
*JC*

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

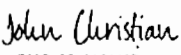
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name:

11/24/2020

Date

DocuSigned by:  
  
 Name: JOHN CHRISTIAN  
 Title: CEO

Contractor Initials   
 Date 11/24/2020



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

1. The DUNS number for your entity is: 040707244

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

NO  YES

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

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

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

NO  YES

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

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

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

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



## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



### A. Definitions

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

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

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

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

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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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
  14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
  15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
  16. The Contractor must ensure that all End Users:
    - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    - b. safeguard this information at all times.
    - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

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

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

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

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

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.21., Paragraph 1.21.4 to read:
  - 1.21.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, including:
    - 1.21.4.1. Individuals receiving BDAS-funded SUD treatment services,
    - 1.21.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.21.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.5 to read:
  - 1.21.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.6 to read:
  - 1.21.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title, to read:
  - 5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1-Sample End User License

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

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

6. Modify Exhibit C, Payment Terms, Section 12, Submitting Charges for Payment, Subsection 12.5 to read:
  - 12.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder or Stimulant Use Disorder that are Medicaid coded for both residential and transitional living services.
7. Add Exhibit L Amendment #1, Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

<sup>DS</sup>  
MD

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

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

State of New Hampshire  
Department of Health and Human Services

5/13/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

FIT/NHNH, Inc.

5/13/2021  
\_\_\_\_\_  
Date

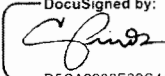
DocuSigned by:  
*Maria Devlin*  
\_\_\_\_\_  
Name: Maria Devlin  
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/14/2021

Date

DocuSigned by:  


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

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

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

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

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

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

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

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

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

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

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

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_



# State of New Hampshire

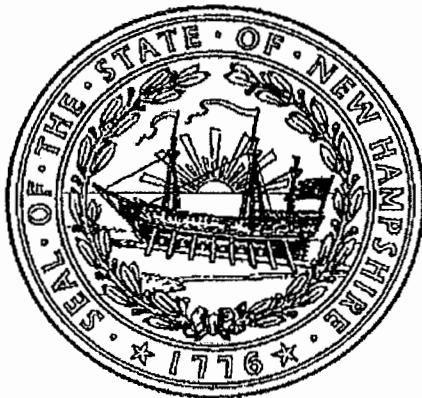
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNN, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982

Certificate Number: 0005352884



IN TESTIMONY WHEREOF,

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

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**CERTIFICATE OF AUTHORITY**

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

1. I am a duly elected Officer of FIT/NHNNH, Inc.  
(Corporation/LLC Name)

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

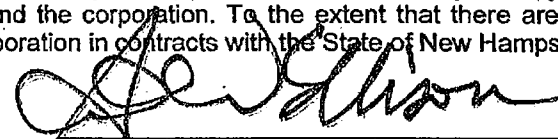
**VOTED:** That Maria Devlin, President/CEO (may list more than one person)  
(Name and Title of Contract Signatory)

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

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

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

Dated: April 20, 2021

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Scott Ellison  
Title: Board of Director, Chair





## Our Mission

The mission of FIT/NHNNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2020

(With Comparative Totals for 2019)

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
FIT/NHNN, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNN, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2020 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Consolidated Financial Statements**

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2020, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Board of Directors  
FIT/NHNNH, Inc. and Subsidiaries  
Page 2

### **Report on Summarized Comparative Information**

We have previously audited the Organization's 2019 consolidated financial statements and, in our report dated March 31, 2020, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

### **Other Matter**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2020, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 29, 2021

## FIT/NHNN, INC. AND SUBSIDIARIES

## Consolidated Statement of Financial Position

December 31, 2020  
(With Comparative Totals for December 31, 2019)

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 3,536,208	\$ 2,522,454
Accounts receivable	67,946	67,501
Grants and contributions receivable	1,691,498	589,218
Prepaid expenses	87,753	65,512
Other current assets	<u>60,946</u>	<u>59,367</u>
Total current assets	<u>5,444,351</u>	<u>3,304,052</u>
Replacement reserves	512,271	428,390
Reserve cash designated for properties	847,300	1,012,597
Investments	1,235,007	1,123,413
Investment in related entity	1,000	1,000
Property and equipment, net	34,425,916	32,788,053
Development in process	218,835	155,686
Other assets	<u>80,638</u>	<u>80,638</u>
Total assets	<u>\$ 42,765,318</u>	<u>\$ 38,893,829</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 345,909	\$ 317,739
Accounts payable	889,234	167,557
Accrued expenses	264,583	372,038
Other current liabilities	<u>134,693</u>	<u>59,671</u>
Total current liabilities	1,634,419	917,005
Long-term debt, net of current portion and unamortized deferred costs	<u>15,223,778</u>	<u>15,610,670</u>
Total liabilities	<u>16,858,197</u>	<u>16,527,675</u>
Net assets		
Without donor restrictions - controlling interest	22,831,326	19,284,224
Without donor restrictions - noncontrolling interest	<u>2,344,795</u>	<u>2,602,333</u>
Total without donor restrictions	25,176,121	21,886,557
With donor restrictions	<u>731,000</u>	<u>479,597</u>
Total net assets	<u>25,907,121</u>	<u>22,366,154</u>
Total liabilities and net assets	<u>\$ 42,765,318</u>	<u>\$ 38,893,829</u>

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The accompanying notes are an integral part of these consolidated financial statements.

**FIT/NHNH, INC. AND SUBSIDIARIES**  
**Consolidated Statement of Activities**  
**Year Ended December 31, 2020**  
**(With Comparative Totals for the Year Ended December 31, 2019)**

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2020	Total 2019
<b>Revenue and support</b>						
Federal, state and other grant support	\$ 4,317,329	\$ -	\$ 4,317,329	\$ 615,231	\$ 4,932,560	\$ 4,629,513
CARES Act Grants	4,183,652	-	4,183,652	-	4,183,652	-
Rental income, net of vacancies	2,492,880	-	2,492,880	-	2,492,880	2,346,802
Thrift store sales	410,942	-	410,942	-	410,942	573,355
Public support	2,952,466	-	2,952,466	-	2,952,466	2,050,951
Tax credit revenue	-	-	-	-	-	268,238
Special events	420,547	-	420,547	-	420,547	518,237
Developer fees	121,670	-	121,670	-	121,670	101,545
VISTA program revenue	-	-	-	-	-	75,368
Unrealized gain on investments	103,827	-	103,827	-	103,827	252,431
(Loss) gain on disposal of assets	(1,362)	-	(1,362)	-	(1,362)	210,190
Interest income	14,838	-	14,838	-	14,838	19,326
In-kind donations	9,244	-	9,244	-	9,244	105,484
Investment income	8,207	-	8,207	-	8,207	21,969
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	488,990	-	488,990	-	488,990	674,861
Other income	201,865	-	201,865	-	201,865	226,640
Net assets released from restrictions	363,828	-	363,828	(363,828)	-	-
<b>Total revenue and support</b>	<b>16,220,190</b>	<b>-</b>	<b>16,220,190</b>	<b>251,403</b>	<b>16,471,593</b>	<b>12,206,177</b>
<b>Expenses</b>						
Program activities						
Housing	10,277,005	-	10,277,005	-	10,277,005	9,524,438
Thrift store	415,817	-	415,817	-	415,817	417,963
Total program activities	10,692,822	-	10,692,822	-	10,692,822	9,942,401
Fundraising	1,074,295	-	1,074,295	-	1,074,295	1,000,388
Management and general	1,186,537	-	1,186,537	-	1,186,537	1,078,712
<b>Total expenses</b>	<b>12,953,654</b>	<b>-</b>	<b>12,953,654</b>	<b>-</b>	<b>12,953,654</b>	<b>12,021,501</b>
Excess of revenue and support over expenses	3,266,536	-	3,266,536	251,403	3,517,939	184,676
Capital contributions	24,438	-	24,438	-	24,438	12,928
Partnership distributions	(543)	(867)	(1,410)	-	(1,410)	(7,317)
Change in net assets	3,290,431	(867)	3,289,564	251,403	3,540,967	190,287
Change in net assets attributable to noncontrolling interest in subsidiaries	256,671	(256,671)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest in subsidiaries	3,547,102	(257,538)	3,289,564	251,403	3,540,967	190,287
Net assets, beginning of year	19,284,224	2,602,333	21,886,557	479,597	22,366,154	22,175,867
Net assets, end of year	\$ 22,831,326	\$ 2,344,795	\$ 25,176,121	\$ 731,000	\$ 25,907,121	\$ 22,366,154

The accompanying notes are an integral part of these consolidated financial statements.



## FIT/NHNN, INC. AND SUBSIDIARIES

## Consolidated Statement of Functional Expenses

Year Ended December 31, 2020

(With Comparative Totals for the Year Ended December 31, 2019)

	Program Activities			Management and General	2020 Total	2019 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 4,739,044	\$ 268,372	\$ 465,765	\$ 683,020	\$ 6,156,201	\$ 5,295,139
Employee benefits	506,292	21,134	49,673	73,234	650,333	546,228
Payroll taxes	<u>329,916</u>	<u>20,663</u>	<u>33,444</u>	<u>49,060</u>	<u>433,083</u>	<u>393,960</u>
Total salaries and benefits	5,575,252	310,169	548,882	805,314	7,239,617	6,235,327
Other expenses						
Advertising	9,001	19,278	2,335	5,749	36,363	56,494
Application and permit fees	-	-	-	-	-	4,915
Bad debts	63,594	-	-	-	63,594	13,402
Bank charges	8,125	6,059	881	7,027	22,092	21,874
Condominium association fees	15,515	-	-	-	15,515	12,072
Consultants	109,301	2,900	13,736	18,272	144,209	49,374
COVID expenses	336,834	1,840	36,824	52,646	428,144	-
Depreciation	1,116,863	10,101	166,761	88,507	1,382,232	1,239,330
Events	9,709	741	63,921	-	74,371	147,755
Food	156,813	-	-	-	156,813	124,060
General insurance	150,186	1,924	16,826	11,565	180,501	175,444
Interest expense	189,205	494	36,525	12,175	238,399	221,658
Management fees	-	-	-	-	-	6,724
Meals and entertainment	1,663	138	192	285	2,278	4,747
Membership dues	10,449	-	1,289	1,933	13,671	8,621
Merger expenses	-	-	-	-	-	146,686
Office supplies	64,808	8,490	6,841	10,075	90,214	131,166
Operational expenses - other	156,304	-	-	-	156,304	107,422
Participant expenses	72,037	-	-	-	72,037	139,602
Postage	7,219	8	912	1,352	9,491	16,240
Printing	18,189	3,112	2,198	3,216	26,715	47,361
Professional fees	128,112	4,000	8,677	42,254	183,043	212,640
Rental subsidies	301,110	-	-	-	301,110	332,635
Repairs and maintenance	422,528	17,050	56,979	31,988	528,545	721,321
Staff development	24,383	50	2,959	4,424	31,816	45,882
Taxes	337,333	3,000	-	-	340,333	367,212
Technology support	147,700	1,376	17,247	25,620	191,943	221,898
Telephone	122,090	1,320	10,143	15,114	148,667	137,136
Travel	21,145	272	2,767	4,134	28,318	51,658
Utilities	508,965	17,984	64,754	26,209	617,912	643,659
VISTA program	66,785	-	12,646	-	79,431	208,887
Workers' compensation	<u>125,787</u>	<u>5,511</u>	<u>-</u>	<u>18,678</u>	<u>149,976</u>	<u>168,299</u>
Total expenses	\$ <u>10,277,005</u>	\$ <u>415,817</u>	\$ <u>1,074,295</u>	\$ <u>1,186,537</u>	\$ <u>12,953,654</u>	\$ <u>12,021,501</u>

The accompanying notes are an integral part of these consolidated financial statements.

## FIT/NHNH, INC. AND SUBSIDIARIES

## Consolidated Statement of Cash Flows

Year Ended December 31, 2020

(With Comparative Totals for the Year Ended December 31, 2019)

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 3,540,967	\$ 190,287
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,395,576	1,253,461
Forgiveness of debt	(131,267)	(131,267)
Unrealized gain on investments	(103,827)	(252,431)
Loss (gain) on disposal of assets	1,362	(210,190)
(Increase) decrease in:		
Accounts receivable	(445)	(15,290)
Grants and contributions receivable	(1,102,280)	197,125
Prepaid expenses	(22,241)	14,495
Other current assets	(1,579)	106,578
Increase (decrease) in:		
Accounts payable	(46,887)	(82,350)
Accrued expenses	(107,455)	23,943
Due to related party	-	(35,613)
Other current liabilities	75,022	(22,804)
Net cash provided by operating activities	<u>3,496,946</u>	<u>1,035,944</u>
Cash flows from investing activities		
Repayments from related parties	-	35,613
(Purchases) proceeds from sale of investments	(7,767)	465,602
Investment in development in process	(63,149)	(523,132)
Proceeds from disposal of assets	-	846,634
Acquisition of property and equipment	(2,227,481)	(1,730,333)
Net cash used by investing activities	<u>(2,298,397)</u>	<u>(905,616)</u>
Cash flows from financing activities		
Net repayments on line of credit	-	(145,000)
Proceeds from long-term borrowings	2,452	2,127,975
Payment of financing costs	-	(31,409)
Payments on long-term debt	(268,663)	(771,218)
Net cash (used) provided by financing activities	<u>(266,211)</u>	<u>1,180,348</u>
Net increase in cash, cash equivalents and restricted cash	932,338	1,310,676
Cash, cash equivalents and restricted cash, beginning of year	<u>3,963,441</u>	<u>2,652,765</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 4,895,779</u>	<u>\$ 3,963,441</u>
Composition of cash, cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 3,536,208	\$ 2,522,454
Replacement reserves	512,271	428,390
Reserve cash designated for properties	847,300	1,012,597
	<u>\$ 4,895,779</u>	<u>\$ 3,963,441</u>
Supplemental disclosures:		
Acquisition of property and equipment through accounts payable	<u>\$ 768,564</u>	<u>\$ -</u>
Acquisition of property and equipment through long-term borrowings from seller	<u>\$ 25,412</u>	<u>\$ -</u>
Property and equipment transferred from development in process	<u>\$ -</u>	<u>\$ 3,972,896</u>
Interest paid	<u>\$ 238,399</u>	<u>\$ 221,658</u>

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The accompanying notes are an integral part of these consolidated financial statements.

## **FIT/NHNNH, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

#### **Organization**

FIT/NHNNH, an incorporated New Hampshire nonprofit, provides hunger relief, emergency shelter, safe affordable housing and support services to individuals and families who are homeless or in need in the State of New Hampshire. The programs and services offered provide positive outcomes through the incorporation of evidence based models and practices to meet identified needs and goals of those they serve and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by two limited partnerships of which the Organization, or one of its subsidiaries, is the sole general partner. These limited partnerships include Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

The Organization also owns and operates emergency shelters for homeless individuals in facilities located on Manchester Street and Union Street in Manchester, NH. In 2020, FIT/NHNNH purchased an additional property on Lake Ave in Manchester, New Hampshire where it will operate its food pantry formerly located at the Manchester Street, Manchester, New Hampshire facility.

Housing Benefits, a Community Development Housing Organization was created to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on Concord Street, School & Third Street, Lowell Street, Belmont Street, Market Street, Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), and at Bicentennial Square in Concord, New Hampshire and an emergency shelter location in Wolfeboro, New Hampshire.

On April 12, 2019, HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire, which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

The Organization is the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (OutFITters), a limited liability corporation. OutFITters operates an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

## FIT/NHNNH, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2020

(With Comparative Totals for December 31, 2019)

The Organization is the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

Wilson Street Condominium Association (the Association) was established for the purpose of maintaining and preserving a five unit property located on Wilson Street in Manchester, New Hampshire. The Organization is the majority owner of the Association.

The Organization has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

In 2021, it is anticipated that FIT/NHNNH will begin the redevelopment of its Union St property. The project, known as Angie's Housing Program, will create 11 units of permanent, supportive housing for those experiencing homelessness.

#### 1. Summary of Significant Accounting Policies

##### Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, Housing Benefits, HB-AH, MEH, OutFITters, NHCEH, the Association, and the General Partners. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

## FIT/NHNN, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2020

(With Comparative Totals for December 31, 2019)

#### Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2019 consolidated financial statements, from which the summarized information was derived.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its consolidated financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

## FIT/NHNN, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2020

(With Comparative Totals for December 31, 2019)

The Organization reports contributions of buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

#### Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

#### Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. Following is a summary of estimated useful lives by asset category:

Land improvements	20 years
Buildings and improvements	3 - 40 years
Furniture and fixtures	3 - 10 years
Equipment	3 - 10 years
Vehicles	5 years

#### Rental Income

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of twelve months. All rents are collected at the beginning of each month and are nonrefundable. A tenant has an option to cancel a lease at any time with a minimum of 30 days notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

## **FIT/NHNN, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in separate cash accounts and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

#### **Volunteer Services**

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2020 and 2019 was approximately \$414,047 and \$1,030,000, respectively.

#### **Functional Expense Allocation**

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation and amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

#### **Change in Net Assets from Operations**

The consolidated statements of activities include a measure of change in net assets from operations. Changes in net assets which are excluded from change in net assets from operations include capital contributions and partner distributions which are considered non-operating.

#### **Income Taxes**

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2020 and 2019, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

**FIT/NHNNH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 29, 2021, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**2. Availability and Liquidity of Financial Assets**

As of December 31, 2020, the Organization has working capital, excluding current assets with donor restrictions, of \$3,095,757 and average days (based on normal expenditures) cash and cash equivalents on hand of 90.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on long-term debt, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	<u>2020</u>	<u>2019</u>
Financial assets:		
Cash and cash equivalents	\$ 3,536,208	\$ 2,522,454
Accounts receivable	67,946	67,501
Grants and contributions receivable	1,691,498	589,218
Investments	<u>1,235,007</u>	<u>1,123,413</u>
Total financial assets	6,530,659	4,302,586
Donor-imposed restrictions:		
Restricted funds	<u>(731,000)</u>	<u>(479,597)</u>
Financial assets available at year end for current use	<u>\$ 5,799,659</u>	<u>\$ 3,822,989</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 5.



**FIT/NHHH, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****December 31, 2020****(With Comparative Totals for December 31, 2019)**

The Organization has replacement reserves and cash reserves designated for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and cash reserves designated for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Land	\$ 3,764,378	\$ 3,764,378
Land improvements	650,360	650,360
Buildings and improvements	41,941,856	39,119,498
Furniture and fixtures	1,055,379	920,936
Equipment	639,373	604,425
Vehicles	386,565	361,153
Construction in progress	<u>-</u>	<u>850</u>
	<b>48,437,911</b>	<b>45,421,600</b>
Less: accumulated depreciation	<u>14,011,995</u>	<u>12,633,547</u>
Property and equipment, net	<u><b>\$ 34,425,916</b></u>	<u><b>\$ 32,788,053</b></u>

At December 31, 2020 and 2019, the Organization held \$37,334,275 and \$37,087,574, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2020 and 2019 was \$10,319,415 and \$9,284,428, respectively.

**4. Development in Process**

At December 31, 2020 and 2019, development in process consisted of various projects in process related to all of the properties owned by the Organization.

**5. Line of Credit**

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There were no outstanding balance as of December 31, 2020 and 2019.

**FIT/NHNN, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****December 31, 2020****(With Comparative Totals for December 31, 2019)****6. Long-Term Debt**

Long-term debt consisted of the following:

	<u>2020</u>	<u>2019</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 46,492	\$ 50,142
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	103,048	104,019
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	36,401	48,028
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	196,746	207,307
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	128,086	135,156

**FIT/NHNNH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	<b>84,456</b>	85,018
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$84,456 note payable.	<b>336,674</b>	336,955
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	<b>260,000</b>	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	<b>445,068</b>	445,068
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	<b>193,172</b>	207,057
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	<b>226,725</b>	226,725
A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	<b>250,000</b>	250,000

**FIT/NHNNH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	<b>230,000</b>	230,000
A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	<b>19,860</b>	32,773
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	<b>850,000</b>	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,019 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT/NHNNH, Inc. and Family Mill.	<b>396,436</b>	415,323
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	<b>600,000</b>	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	<b>505,816</b>	516,277
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	<b>72,726</b>	81,817

**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,922 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT/NHNN, Inc. and Big Shady Tree.	<b>235,835</b>	251,100
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,683 include principal and interest at 8% per annum. The note is due in February 2021.	<b>9,544</b>	40,664
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	<b>617,613</b>	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	<b>413,575</b>	413,575
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	<b>34,628</b>	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	<b>156,022</b>	160,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2020 and 2019, \$131,267 was recognized as revenue and support in the consolidated statements of activities.	<b>721,963</b>	853,230

**FIT/NHNN, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements****December 31, 2020****(With Comparative Totals for December 31, 2019)**

A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	<b>216,148</b>	216,148
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	<b>567,808</b>	572,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024.	<b>372,849</b>	386,216
A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan was paid in full in 2020.	-	4,237
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan was paid in full in 2020.	-	5,989
A vehicle loan payable in monthly payments of \$472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.	<b>20,560</b>	-
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	<b>9,791</b>	12,930
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	<b>750,000</b>	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$991 include principal and interest at 3.015%. The note is due in full by October 2025.	<b>174,276</b>	177,428

**FIT/NHNNH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,283 include principal and interest at 4.94%. The note is due in full by January 2027.	<b>364,674</b>	373,411
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$6,854 are due over a 30 year period starting September 2018 at 4.90% interest.	<b>707,538</b>	724,146
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.	<b>720,000</b>	720,000
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.9% annual interest rate. The loans are due and payable in March 2022.	<b>15,937</b>	28,771
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	<b>1,453,182</b>	1,458,182
A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.	<b>531,252</b>	531,252

## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2020

(With Comparative Totals for December 31, 2019)

A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.	780,000	780,000
A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH, LLC on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.	1,542,342	1,558,090
A technical assistance note payable to NHHFA to provide support to the Organization for renovations at the Union Street Shelter in Manchester, New Hampshire. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.	44,079	41,627
A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2% will be required until December 2021.	<u>9,268</u>	<u>28,924</u>
	15,613,873	15,985,939
Less current portion	345,909	317,739
Less unamortized deferred costs	<u>44,186</u>	<u>57,530</u>
	<u>\$ 15,223,778</u>	<u>\$15,610,670</u>

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.



**FIT/NHNN, INC. AND SUBSIDIARIES****Notes to Consolidated Financial Statements**

**December 31, 2020**  
**(With Comparative Totals for December 31, 2019)**

Principal maturities of long-term debt over the next five years and thereafter are as follows:

2021	\$ 345,909
2022	229,001
2023	551,929
2024	666,228
2025	303,181
Thereafter	<u>13,517,625</u>
	<u>\$ 15,613,873</u>

Interest expense charged to operations, including amortization of deferred costs of \$13,344, was \$238,399 and \$221,658 in 2020 and 2019, respectively.

**7. Net Assets**

At December 31, 2020 and 2019, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2020</u>	<u>2019</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ 25,000
Funds maintained with donor restrictions temporary in nature:		
The Family Place	134,190	81,933
Scholarships	19,264	8,764
Housing programs	35,000	37,500
Direct care for clients	147,904	88,784
Hope House	369,642	21,067
NHNN merger	-	12,779
Substance use disorder services	-	119,760
NHNN programs	-	17,344
Passage of time	-	<u>66,666</u>
Total funds maintained with donor restrictions temporary in nature	<u>706,000</u>	<u>454,597</u>
Total net assets with donor restrictions	<u>\$ 731,000</u>	<u>\$ 479,597</u>

**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

Net assets released from net assets with donor restrictions were as follows:

	<u>2020</u>	<u>2019</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place	\$ 9,280	\$ 26,607
VISTA program	-	48,116
Housing programs	55,000	-
Direct care for clients	103,321	71,083
Community Gardens	-	2,000
Hope House	21,566	107,175
NHNN merger	76,944	122,810
Substance use disorder services	97,717	374,438
NHNN programs	-	107
	<u>363,828</u>	<u>752,336</u>
Capital project releases		
Family Willows Recovery Housing Program	-	264,238
NHNN programs	-	35,616
	-	<u>299,854</u>
	<u>\$ 363,828</u>	<u>\$ 1,052,190</u>

**8. Commitments**

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

**9. Retirement Plan**

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$99,580 and \$71,543 during the years ended December 31, 2020 and 2019, respectively.

**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

**10. Noncontrolling Interest**

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

<u>Limited Partner</u>	<u>Property</u>	<u>2020</u>	<u>2019</u>
BCCC, Inc.	Family Bridge	10	10
Boston Financial Corporate	Family Bridge	607,520	766,943
BCCC, Inc.	Family Willows	10	10
Boston Financial Midway	Family Willows	<u>1,737,255</u>	<u>1,835,370</u>
		<u>\$ 2,344,795</u>	<u>\$ 2,602,333</u>

**11. Uncertainty**

On March 11, 2020, the World Health Organization declared the coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of the global pandemic, COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and the scale of government actions to mitigate them. To date, the U.S. government has passed legislation which allows for increased funding to states to assist in paying for costs associated with COVID-19. Therefore, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

On April 8, 2020, the Organization received a loan from the U.S. Small Business Agency (SBA) within the CARES Act under the Paycheck Protection Program (PPP) in the amount of \$1,188,400. The loan had a two-year term with a maturity date of April 2022, bearing an annual interest rate of 1%, and was to be payable monthly with the first six monthly payments deferred. The principal amount of the PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization. The Organization received notification from the lender of the loan that the amount had been forgiven in full in November 2020. The full amount of the PPP received and forgiven is included in the federal, state and other grant support in the consolidated statement of activities for the year ended December 31, 2020.

In August 2020, the Organization was awarded a grant in the amount of \$2,832,815 from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grant is a pass-through grant provided to the State of New Hampshire through the CARES Act. The GOFERR grant will be used by the Organization to cover eligible costs outlined in the grant agreement that are incurred through December 30, 2020. At December 31, 2020, the Organization had received the entire grant amount and the full amounts of the awards have been recognized as revenue in the consolidated statement of activities as conditions of the funding have been met.

**FIT/NHNNH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2020**

**(With Comparative Totals for December 31, 2019)**

In March 2020, the Organization was awarded a grant under the McKinney Emergency Shelter Grant Program (ESG) through the City of Manchester. The funds were provided to decompress the shelters as a result of the pandemic. The grant was paid on a reimbursement basis as qualifying expenses were incurred. Through December 31, 2020, the Organization had incurred \$162,437 of qualifying expenses. The funds have been recognized as revenue in the consolidated statement of activities and were in accounts receivable at December 31, 2020.

**SUPPLEMENTARY INFORMATION**

## FIT/NHH, INC. AND SUBSIDIARIES

## Consolidating Statement of Financial Position

December 31, 2020

## ASSETS

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restriction	Eliminations	Total
<b>Current assets</b>											
Cash and cash equivalents	\$ 1,795,698	\$ 45,009	\$ 183,157	\$ 13,373	\$ 596,078	\$ 618	\$ 174,880	\$ 21,395	\$ 706,000	\$ -	\$ 3,536,208
Accounts receivable	207,973	12,652	36,815	-	2,700	-	-	-	-	(192,194)	67,946
Grants and contributions receivable	607,168	-	-	-	1,076,440	7,890	-	-	-	-	1,691,498
Prepaid expenses	24,656	15,093	18,726	-	26,296	394	-	2,588	-	-	87,753
Due from related parties	1,567,121	24,493	156,513	93,673	695,490	-	2,807	-	-	(2,540,097)	-
Other current assets	4,900	17,374	38,672	-	-	-	-	-	-	-	60,946
<b>Total current assets</b>	<b>4,207,516</b>	<b>114,621</b>	<b>433,883</b>	<b>107,046</b>	<b>2,397,004</b>	<b>8,902</b>	<b>177,687</b>	<b>23,983</b>	<b>706,000</b>	<b>(2,732,291)</b>	<b>5,444,351</b>
Replacement reserves	78,891	121,247	279,047	-	-	-	-	33,086	-	-	512,271
Reserve cash designated for properties	66,865	249,054	531,381	-	-	-	-	-	-	-	847,300
Related party notes receivable	1,725,799	-	-	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party notes	1,248,852	-	-	-	-	-	-	-	-	(1,248,852)	-
Investments	1,181,187	-	-	-	28,820	-	-	-	25,000	-	1,235,007
Investment in related entities	1,196,347	-	25,051	-	-	-	-	-	-	(1,220,398)	1,000
Property and equipment, net	3,517,593	7,312,634	19,395,631	21,871	4,154,610	1,380	1,485	20,712	-	-	34,425,916
Development in process	207,489	-	-	-	11,346	-	-	-	-	-	218,835
Other assets	-	-	50,000	-	30,638	-	-	-	-	-	80,638
<b>Total assets</b>	<b>\$ 13,430,539</b>	<b>\$ 7,797,556</b>	<b>\$ 20,714,993</b>	<b>\$ 128,917</b>	<b>\$ 6,622,418</b>	<b>\$ 10,282</b>	<b>\$ 179,172</b>	<b>\$ 77,781</b>	<b>\$ 731,000</b>	<b>\$ (6,927,340)</b>	<b>\$ 42,765,318</b>

## LIABILITIES AND NET ASSETS

<b>Current liabilities</b>											
Current portion of long-term debt	\$ 105,483	\$ 55,392	\$ 170,958	\$ -	\$ 14,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 345,909
Accounts payable	109,327	74,618	41,931	803	830,449	1,861	2,256	20,183	-	(192,194)	889,234
Accrued expenses	136,831	781,758	524,710	10,779	49,530	9,827	-	-	-	(1,248,852)	264,583
Due to related parties	843,472	118,419	1,386,125	15,411	6,590	170,006	-	74	-	(2,540,097)	-
Other current liabilities	5,058	21,900	40,530	-	66,450	-	755	-	-	-	134,693
<b>Total current liabilities</b>	<b>1,200,171</b>	<b>1,052,087</b>	<b>2,164,254</b>	<b>26,993</b>	<b>967,095</b>	<b>181,694</b>	<b>3,011</b>	<b>20,257</b>	<b>-</b>	<b>(3,981,143)</b>	<b>1,634,419</b>
Long-term debt, net of current portion and unamortized deferred costs	1,633,073	3,637,088	11,663,664	-	15,752	-	-	-	-	(1,725,799)	15,223,778
<b>Total liabilities</b>	<b>2,833,244</b>	<b>4,689,175</b>	<b>13,827,918</b>	<b>26,993</b>	<b>982,847</b>	<b>181,694</b>	<b>3,011</b>	<b>20,257</b>	<b>-</b>	<b>(5,706,942)</b>	<b>16,858,197</b>
<b>Net assets</b>											
Net assets without donor restrictions - controlling interest	10,597,295	763,586	6,887,075	101,924	5,639,571	(171,412)	176,161	57,524	-	(1,220,398)	22,831,326
Net assets without donor restrictions - noncontrolling interest	-	2,344,795	-	-	-	-	-	-	-	-	2,344,795
<b>Total net assets without donor restriction</b>	<b>10,597,295</b>	<b>3,108,381</b>	<b>6,887,075</b>	<b>101,924</b>	<b>5,639,571</b>	<b>(171,412)</b>	<b>176,161</b>	<b>57,524</b>	<b>-</b>	<b>(1,220,398)</b>	<b>25,176,121</b>
Net assets with donor restrictions	-	-	-	-	-	-	-	-	731,000	-	731,000
<b>Total net assets</b>	<b>10,597,295</b>	<b>3,108,381</b>	<b>6,887,075</b>	<b>101,924</b>	<b>5,639,571</b>	<b>(171,412)</b>	<b>176,161</b>	<b>57,524</b>	<b>731,000</b>	<b>(1,220,398)</b>	<b>25,907,121</b>
<b>Total liabilities and net assets</b>	<b>\$ 13,430,539</b>	<b>\$ 7,797,556</b>	<b>\$ 20,714,993</b>	<b>\$ 128,917</b>	<b>\$ 6,622,418</b>	<b>\$ 10,282</b>	<b>\$ 179,172</b>	<b>\$ 77,781</b>	<b>\$ 731,000</b>	<b>\$ (6,927,340)</b>	<b>\$ 42,765,318</b>

## FIT/NHNN, INC. AND SUBSIDIARIES

## Consolidating Statement of Activities

Year Ended December 31, 2020

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	\$ 3,022,410	\$ -	\$ 400,648	\$ -	\$ 1,271,795	\$ 224,215	\$ -	\$ -	\$ (601,739)	\$ 4,317,329	\$ 615,231	\$ 4,932,560
CARES Act Grants	1,288,103	-	-	-	2,895,549	-	-	-	-	4,183,652	-	4,183,652
Rental income, net of vacancies	283,138	695,337	1,558,365	-	23,900	2,466	-	77,476	(147,802)	2,492,880	-	2,492,880
Thrift store sales	-	-	-	410,942	-	-	-	-	-	410,942	-	410,942
Public support	2,274,854	-	180,740	100	394,024	119	102,629	-	-	2,952,466	-	2,952,466
Tax credit revenue	-	-	-	-	-	-	-	-	-	-	-	-
Special events	122,475	-	-	-	298,072	-	-	-	-	420,547	-	420,547
Property management fees	957,615	-	-	-	-	-	-	-	(957,615)	-	-	-
Developer fees	121,670	-	-	-	-	-	-	-	-	121,670	-	121,670
VISTA program revenue	-	-	-	-	-	-	-	-	-	-	-	-
Unrealized gain on investments	34,849	-	-	-	68,978	-	-	-	-	103,827	-	103,827
Loss on disposal of assets	(1,362)	-	-	-	-	-	-	-	-	(1,362)	-	(1,362)
Interest income	104,472	1,420	4,761	-	-	-	-	77	(95,892)	14,838	-	14,838
In-kind donations	7,977	-	-	-	1,267	-	-	-	-	9,244	-	9,244
Investment income	-	-	-	-	8,207	-	-	-	-	8,207	-	8,207
Forgiveness of debt	-	-	131,267	-	-	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	488,990	-	-	-	-	-	-	-	-	488,990	-	488,990
Other income	107,679	19,103	96,157	12,478	6,116	32,150	3,530	16,802	(92,150)	201,865	-	201,865
Net assets released from restrictions	363,828	-	-	-	-	-	-	-	-	363,828	(363,828)	-
Total revenue and support	9,176,698	715,860	2,371,938	423,520	4,967,908	258,950	106,159	94,355	(1,895,198)	16,220,190	251,403	16,471,593
Expenses												
Program activities	6,034,654	972,545	2,511,090	478,862	2,135,458	279,417	17,151	94,355	(1,830,710)	10,692,822	-	10,692,822
Fundraising	541,764	-	306,134	-	226,397	-	-	-	-	1,074,295	-	1,074,295
Management and general	847,099	-	130,678	-	273,056	192	-	-	(64,488)	1,186,537	-	1,186,537
Total expenses	7,423,517	972,545	2,947,902	478,862	2,634,911	279,609	17,151	94,355	(1,895,198)	12,953,654	-	12,953,654
Excess (deficiency) of revenue and support over expenses	1,753,181	(256,685)	(575,964)	(55,342)	2,332,997	(20,659)	89,008	-	-	3,266,536	251,403	3,517,939
Capital contributions	-	-	-	-	-	-	-	24,438	-	24,438	-	24,438
Partnership distributions	-	(1,410)	-	-	-	-	-	-	-	(1,410)	-	(1,410)
Change in net assets	\$ 1,753,181	\$ (258,095)	\$ (575,964)	\$ (55,342)	\$ 2,332,997	\$ (20,659)	\$ 89,008	\$ 24,438	\$ -	\$ 3,289,564	\$ 251,403	\$ 3,540,967

## FIT/NHNN, INC. AND SUBSIDIARIES

## Consolidating Statement of Functional Expenses

Year Ended December 31, 2020

## Program Activities

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits													
Salaries and wages	\$ 2,558,139	\$ -	\$ 665,157	\$ 268,372	\$ 1,317,006	\$ 198,742	\$ -	\$ -	\$ 5,007,416	\$ 465,765	\$ 683,020	\$ -	\$ 6,156,201
Employee benefits	295,997	-	88,493	21,134	103,349	18,453	-	-	527,426	49,673	73,234	-	650,333
Payroll taxes	184,481	-	45,065	20,663	89,566	10,804	-	-	350,579	33,444	49,060	-	433,083
Total salaries and benefits	3,038,617	-	798,715	310,169	1,509,921	227,999	-	-	5,885,421	548,882	805,314	-	7,239,617
Advertising	6,290	-	-	19,278	2,711	-	-	-	28,279	2,335	5,749	-	36,363
Bad debts	9,738	18,156	35,700	-	-	-	-	-	63,594	-	-	-	63,594
Bank charges	6,610	1,052	-	6,059	-	-	301	162	14,184	881	7,027	-	22,092
Condominium association fees	-	-	74,029	-	-	-	-	-	74,029	-	-	(58,514)	15,515
Consultants	65,293	-	6,908	2,900	34,370	2,730	-	-	112,201	13,736	18,272	-	144,209
COVID expenses	120,821	-	3,400	1,840	209,733	2,880	-	-	338,674	36,824	52,646	-	428,144
Depreciation	164,519	297,577	581,779	10,101	71,229	204	1,019	536	1,126,964	166,761	88,507	-	1,382,232
Events	-	-	-	741	-	-	9,709	-	10,450	63,921	-	-	74,371
Food	-	-	23,530	-	89,360	43,923	-	-	156,813	-	-	-	156,813
General insurance	28,263	41,652	48,808	1,924	15,164	5,786	809	9,704	152,110	16,826	11,565	-	180,501
Interest expense	44,177	85,389	154,216	494	1,315	-	-	-	285,591	36,525	12,175	(95,892)	238,399
Management fees	83,448	198,841	629,861	-	-	-	-	25,465	937,615	-	-	(937,615)	-
Meals and entertainment	1,275	-	163	138	225	-	-	-	1,801	192	285	-	2,278
Membership dues	9,666	-	-	-	283	-	500	-	10,449	1,289	1,933	-	13,671
Office supplies	40,158	3,175	5,170	8,490	15,051	950	304	-	73,298	6,841	10,075	-	90,214
Operational expenses - other	96,150	-	-	-	60,154	-	-	-	156,304	-	-	-	156,304
Participant expenses	53,310	243	1,242	-	15,242	-	2,000	-	72,037	-	-	-	72,037
Postage	5,887	-	48	8	1,284	-	-	-	7,227	912	1,352	-	9,491
Printing	11,613	-	-	3,112	6,576	-	-	-	21,301	2,198	3,216	-	26,715
Professional fees	54,528	26,028	29,414	4,000	14,242	700	-	3,200	132,112	8,677	42,254	-	183,043
Related entity expenses	1,437,332	(17,525)	(617,856)	38,245	(94,889)	(51,769)	351	-	693,889	-	-	(693,889)	-
Rent	-	-	-	24,800	-	-	-	-	24,800	-	64,488	(89,288)	-
Rental subsidies	285,034	-	-	-	16,076	-	-	-	301,110	-	-	-	301,110
Repairs and maintenance	38,612	89,485	190,511	17,050	67,934	15,300	-	40,686	459,578	56,979	31,988	(20,000)	528,545
Staff development	21,348	-	-	50	1,140	400	1,495	-	24,433	2,959	4,424	-	31,816
Taxes	34,277	74,680	228,226	3,000	-	75	75	-	340,333	-	-	-	340,333
Technology support	114,352	478	6,943	1,376	20,249	4,972	548	158	149,076	17,247	25,620	-	191,943
Telephone	69,989	719	37,466	1,320	8,216	4,064	-	1,636	123,410	10,143	15,114	-	148,667
Travel	19,745	-	-	272	1,360	-	40	-	21,417	2,767	4,134	-	28,318
Utilities	29,427	152,595	254,661	17,984	44,946	14,528	-	12,808	526,949	64,754	26,209	-	617,912
VISTA program	66,785	-	-	-	-	-	-	-	66,785	12,646	-	-	79,431
Workers' compensation	77,390	-	18,156	5,511	23,566	6,675	-	-	131,298	-	18,678	-	149,976
Total expenses	\$ 6,034,654	\$ 972,545	\$ 2,511,090	\$ 478,862	\$ 2,135,458	\$ 279,417	\$ 17,151	\$ 94,355	\$ 12,523,532	\$ 1,074,295	\$ 1,251,025	\$ (1,895,198)	\$ 12,953,654



**Families in Transition  
Board of Directors**

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**Board of Directors**

**Scott W. Ellison, Chair**

*COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner*  
Board member since 2018

**Roy Tilsley, Vice Chair**

*Bernstein Shur, Shareholder*  
Board member since 2018

**Robert Bartley, Treasurer**

*Bartley Financial Advisor, President, CPA, CFP*  
Board member since 2018

**Frank Saglio, Co-Treasurer**

*WIPFLI, LLC, Sr. Manager Tax,*  
Board member since 2018

**Kristi Scarpone, Secretary**

*First, Corporate and Foundation Relations & Field Development Strategy*  
Board member since 2018

**Dick Anagnost, At Large**

*Anagnost Companies, President*  
Board member since 2018

**Heather Whitfield, At Large**

*People's United Bank, Sr. Vice President*  
Board member since 2018

**David Cassidy, Past Co-Chair**

*Retired*  
Board member since 2018

**Colleen Cone,**

*Comcast, Vice President, Human Resources*  
Board member since 2018

**Alison Hutcheson**

*Merchants Fleet, Associate Director Legal*  
Board member since 2018

**AnnMarie French**

*NH Fiscal Policy Institute, Executive Director*  
Board member since 2018

**Brian Hansen**

*Team Engineering, Project Manager*  
Board member since 2018

**Brian Mikol**

*Spectrum Marketing, Co-Owner*  
Board member since 2018

**Jack Olson**

*Retired*  
Board member since 2018

**Kitten Stearns**

*Realtor, Coldwell Banker Residential Brokerage*  
Board member since 2018

**Mary Ann Aldrich**

*Dartmouth Hitchcock, Sr. Advisor Community & Relations, External Affairs*  
Board member since 2018

**Roy Ballentine**

*Ballentine Partners, LLC, Executive Chairman,*  
Board member since 2019

**Sarah Jacobs**

*AmeriCorps/Portfolio Managers*  
Board member since 2018

**Sean Leighton**

*City of Manchester Police Department, Captain*  
Board member since 2019

**Wayne McCormick, CFP**

*Steward Partners Managing Director Wealth Manager*  
Board member since 2018

**Rev. Gayle Murphy**

*Minister At Large*  
Board member since 2020

**Michael McCormick**

*Reporting & Analytics Director/DBG Sales Operations*  
Board member since 2020

**Michael Simoneau**

*Members First Credit Union, SVP, Community Outreach Officer*  
Board member since 2021

**Chad Campbell**

*SilverTech Inc., Director of Strategic Accounts*  
Board member since 2021

**Danielle Pliska**

*First, Vice President, Finance*

Board member since 2021

**Robert Bonfiglio**

*Rise Wealth Management, Co-Founder of Rise Private Wealth Management*

Board member since 2021

**Melissa Szymanowski**

*Coca-Cola, Human Resources, Benefits, Risk & Safety, Leadership*

Board member since 2021

**Stephen Norton**

*Solution Health, Chief Strategy Officer*

Board member since 2021

# Maria Devlin

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## Profile

Tenured professional with extensive experience leading teams through building strategies and initiatives to drive high performance. Adept at developing and carrying out a strategic vision, particularly those that require buy-in from internal and external stakeholders. Expertise includes fundraising, change management, organizational leadership, budget management and improving team engagement.

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## Skills/Expertise

Experienced with Organizational Budgeting including Revenue & Expense Accountability	Organizational Agility & Complexity Management	Teamwork and Team Building Skills
External Relationships & Partnerships Customer Service Oriented	Face of the organization Mission Focused	Goal Oriented, Leads by Example, Visionary and Focused

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## Program/Project Management Experience

### President & CEO

Families in Transition – New Horizons, Manchester NH

06/2020 - present

The President serves as Chief Executive Officer of Families In Transition-New Horizons and will have overall strategic and operating responsibility for staff, planning, development, management and successful implementation of programs and services, community engagement and execution of strategic objectives and mission of the organization.

- Establishing a vision for community impact that is achieved through the efforts of a diverse team of high-performing leaders,
- Responsible for overseeing the administration of programs to include financial performance and viability, organization mission and strategy, organizational operations, resource development and community impact.

### Chief Executive Officer

American Red Cross of NH & VT, Concord, NH

03/2008-05/2020

Responsible for representing the American Red Cross in the community. Focus externally on core mission delivery, fundraising and being the face of the Red Cross for the media, donors and their communities. Responsible for oversight and execution of a \$5 million operating budget.

- Created overall strategic planning and oversight for 3 major transitions in Northern New England. Oversight of execution of staff and board integration.
- Lead organizational goals for service delivery, fundraising and external relations – for the past 4 years have met or exceeded key performance indicators and revenue target of \$1.2 – 2.5 million annually
- Lead dual-state (NH/VT) operations with a team of **24 FTEs plus 1100 volunteers** at multiple locations – in August 2019, began merger with Red Cross of Maine to align staffing, processes, procedures for a new 3-state region
- Build lasting community partnerships with local corporations & groups to ensure mission delivery such as - installing over **12,000 free smoke alarms** in homes across the two states in 5 years
- Ensure that volunteers, youth and young adults are engaged and retained – **93% of our volunteer workforce is engaged** in providing at least one hour of volunteer time to mission within the last fiscal year

### Interim Executive Director

Director of Public Affairs

Children's Alliance of New Hampshire, Concord, NH

01/2007-03/2008

The Children's Alliance (now New Futures Kids Count) advocates, educates and collaborates to improve the health and wellness of NH's residents. Collaborated with Board of Directors on organizational budget, development goals, policy initiatives and organizational values and mission. Responsible for all operations: HR, P&L, Board Development, public policy advocacy initiatives

## Maria Devlin

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- **Organized the Children's Advocacy Network** – a diverse group of organizations and individuals – dedicated to improving the life of children and families through legislative and **public policy initiatives, such as statewide kindergarten, statewide children's health insurance, greater access to Children in Need of Services (CHINS) and maintaining access to Supplemental Nutrition Assistance Program (SNAP) benefits**
- Acting as the Interim Executive Director supported by 3 paid staff and a board of directors with 12 members
- Stabilized fundraising, operations and personnel to ensure positive transition to new leadership
- In partnership with the Annie E. Casey Foundation, **created & released the 2007 Kids Count data book for New Hampshire** an annual report which tracks child wellbeing. Data which is used to enrich local and state-level discussions around policy change.

### Director of Annual Giving

**Southern New Hampshire University, Manchester, NH**

10/2003-01/2007

Responsible for increasing annual giving from SNHU alumni, family and friends through personalized outreach, donor relationship building, and targeted fundraising events.

- Successful **\$50,000** asks to build stronger scholarship program for students at university, developed moves management plans for donors to increase donor engagement and support
- Managed annual giving program including direct mail, Telefund (connecting with alumni through current students to raise funds via phone calling) leadership and class giving, faculty/staff giving, class gift and related events
- Coordinated all stewardship activities for University President and VP, Development with average gifts **over \$15,000**
- Managed stewardship for all scholarship donors with average gift of **over \$1,000**

### Director of Development & Program Services

**Make-A-Wish Foundation of New Hampshire, Manchester, NH**

05/1996-10/2003

- Successfully developed, implemented and executed a new volunteer management program to grow active volunteer base **from 100 to over 500 volunteers** throughout the state
- Managed & grew special events fundraising from 15 events annually **to over 160 events** grossing **over \$1 million** annually
- Managed communications and public relations – created newsletters, managed website, pitched wish stories to media – **increasing the number of families reached to grant over 250 wishes each year.**

### Education

**Southern New Hampshire University, Manchester, NH**  
Master of Science, Organizational Leadership

**Springfield College, Manchester, NH (satellite)**  
Master of Science in Human Services, Community Psychology

**University of Maine, Orono, ME**  
Bachelor of Science, Child Development & Family Relations

### Additional Certifications and Development

- Certified Personal Trainer, National Academy of Sports Medicine, 2019
- Adult First Aid/CPR/AED-2-year Certification, American Red Cross, 2018
- Leadership of Non-Profit Organizations, Graduate Certificate, Southern New Hampshire University, 2008

### Honors & Achievements

- 2015 Community Service Award Winner, Turkish Cultural Center of NH
  - 2014 Excellence in Non-Profit Award Recipient from NH Business Review
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## Maria Devlin

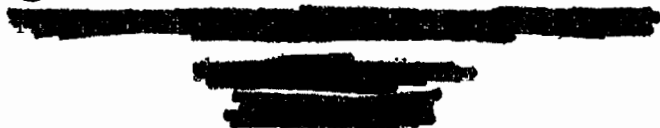
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- 2013 Business Leader of the Year Pinnacle Award Winner, Greater Concord Chamber of Commerce
- 2013 Presenter at the International Disaster Management Exhibition in Istanbul, Turkey
- 2013 Recognized as one of the Top Women-Led Non-Profits by Business NH Magazine

### Community

- Women's Resource Group founding member, American Red Cross 3/19-present
  - Governor's Council on Diversity and Inclusion, 3/19-present
  - Waypoint NH (formerly known as Child & Family Services of NH) Trustee, 1/2015-present
  - Volunteer New Hampshire, Board Member 2014-2016
  - NH Volunteer Organizations Active in Disaster (NH VOAD), Board Member 2014-2016
-

# Meghan E. Shea, LICSW, MLADC



## OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting.

## EDUCATION / LICENSURE

- |  |                                 |
|--|---------------------------------|
| <b>Master – Licensed Alcohol and Drug Counselor</b>              | <b>September 2010- Present</b>  |
| <b>Licensed Independent Clinical Social Worker</b>               | <b>October 22, 2012-Present</b> |
| <b>Master of Social Work, University of New Hampshire</b>        | <b>May 2010</b>                 |
| ▪ Graduated with an MSW from the Advanced Standing Program       |                                 |
| <b>Bachelor of Art, Social Work, University of New Hampshire</b> | <b>May 2006</b>                 |
| ▪ Graduated with an BSW with GPA of 3.41                         |                                 |

## EMPLOYMENT

### Vice President, Clinical & Supportive Services

#### Families in Transition-New Horizons

**December 20<sup>th</sup>, 2017 – present**

- Receivership-Interim Executive Director of Serenity Place
- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Intensive Outpatient Services, Outpatient services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency program managers and housing director.
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

#### Clinical Director

#### Families in Transition

**Sept 1<sup>st</sup>, 2016- December 2017**

- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

#### Therapist

**January 2014- Present**

#### Bedford Family Therapy

- Treat a caseload of 15 clients in a private outpatient group practice

- Utilize various evidence based practices CBT, DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

**Clinical & Supportive Service Manager**

**March 7<sup>th</sup>, 2016- August 31<sup>st</sup>, 2016**

**Families In Transition**

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition
- Ensure compliance with budgetary and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Families In Transition's various Clinical Programs.

**Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016**

**Families In Transition**

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

**Therapist**

**May 2010- September 2014**

**Families In Transition**

- Facilitated Intensive Outpatient Programming in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

**MSW Intern**

**May 2009 to May 2010**

**Bedford Counseling -- Mental Health Center of Greater Manchester**

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

**Case Manager**

**June 2006- May 2010**

**Families In Transition**

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

**PROFESSIONAL MEMBERSHIPS**

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**Providers Association Board of Directors-Vice President of Treatment July 2014 to Present**  
**NH Alcohol & Drug Abuse Counselors Association January 2012 to Present**  
**Member of the Manchester Substance Use Collaborative March 2012 to Present**

**PRESENTATIONS**

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**NH Association for infant mental health workshop Helping Parents Be Parents:  
Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015**



**Providers Association:** Addressing Substance Misuse in the Home Environment March 31<sup>st</sup>,2016 at  
Wentworth Douglas Hospital in Dover, NH

REFERENCES – AVAILABLE UPON REQUEST

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# Kristen McGuigan, LICSW

## Education

**BOSTON UNIVERSITY, TYNGSBORO, MA**

SEPTEMBER 2006-MAY 2009

*Masters of Social Work*

**RIVIER COLLEGE, NASHUA, NH**

SEPTEMBER 2004-MAY 2006

*Bachelor of Arts in Human Development*

- Minor in Social Work

**NEW HAMPSHIRE TECHNICAL INSTITUTE, CONCORD, NH**

SEPTEMBER 2002- MAY 2004

*Associates Degree in Early Childhood Education*

## Licenses

*Licensed Independent Clinical Social Worker in Massachusetts and New Hampshire*

## Experience

**FAMILIES IN TRANSITION, MANCHESTER, NH**

OCTOBER 2016-PRESENT

*Child and Family Program Manager*

- Provide individual therapy to children/adolescence and in-home family counseling
- Supporting families whom struggle with substance use, trauma and homelessness
- Facilitate therapeutic play groups and parenting groups

*Program Manager/ Child and Family Therapist*

OCTOBER 2009- OCTOBER 2012

- Provide trauma-informed therapeutic services to homeless children and families
- Manage the trauma-informed therapeutic preschool and afterschool program
- Provide supervision to clinical staff and early educators whose responsibility levels vary
- Complete psychosocial assessments, develop treatment plans, and DECA/BERS assessment tools
- Provide individual therapy, family therapy, parenting workshops, staff trainings, group therapy and crisis intervention

**PSYCHOTHERAPY ASSOCIATES OF NORTH READING, NORTH READING, MA**

JULY 2013- PRESENT

*Licensed Independent Clinical Social Worker*

- Provide individual and family counseling to children, adolescences, and adults
- Provide service to adolescences during the transition into college and adulthood
- Offer art and play therapy services to children ages 3-15 years old
- Conduct psychotherapy assessments and formulate treatment plans

**ELLIS MEMORIAL, BOSTON, MA**

OCTOBER 2012- MAY 2014

*Clinical Supervisor*

- Oversee clinical services for children being offered in the agency, including supervision to clinical staff and interns
- Provide therapeutic services to children and families enrolled in Ellis's educational programming
- Enroll and oversee services for children that have open cases with the Department of Children and Families
- Offer in-house trainings and on-going support to early childhood providers
- Create and implement behavior management strategies to ensure success for children within the programs

**MOORE CENTER SERVICES INC., MANCHESTER, NH**

NOVEMBER 2008- OCTOBER 2009

*Case Manager, Children Services*

- Assist families with children diagnosed with developmental disabilities and participate in crisis intervention planning
- Oversee and manage child budget to provide services through the In Home Support program
- Attend children's individual education plan (IEP) meetings and collaborate with school systems on behalf of children's education

**EASTER SEALS RESIDENTIAL FACILITY CO-OCCURRING UNIT, MANCHESTER, NH**

SEPTEMBER 2008- MAY 2009

*Master Level Clinical Intern*

- Participate in individual and group therapy with adolescents with substance abuse diagnoses
- Develop curriculum for group therapy
- Involvement with drug court and the New Hampshire court system
- Participated in training for Therapeutic Crisis Intervention

**HIGH PLAIN ELEMENTARY, ANDOVER, MA**

SEPTEMBER 2007 - MAY 2008

*Master Level Clinical Intern*

- Led individual, group, and family therapy sessions employing a variety of techniques
- Provided emotional and behavioral support to clients with autism, ADHD, OCD, PDD-NOS, GAS and depression
- Served as liaison between staff and families on mental health issues and child development

## Trainings

- Certified trainer in Suicide Prevention through NAMI (**National Association of Mental Illness**) 2010
- Certified trainer of Dr. Brazelton Touchpoints child development model (**Harvard University**) 2011
- Certified Disaster Case Manager Supervisor (**Catholic Charities**) March 2014
- Faculty member participating on a team with mental health professionals, to help implement the Trauma-Informed Early Education and Care Systems Breakthrough Collaborative. Created and implemented trauma-informed curriculum training to early childhood educators. (**BOSTON PUBLIC HEALTH COMMISSION, BOSTON MA**) AUGUST 2013-SEPTEMBER 2014



*for a Change, Seeking Safety*

- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

**Intern, Teen Health Clinic, Manchester, NH**

**August 2010-May 2011**

- Met with patients and assess social service needs
- Made referrals for patients to community resources
- Group work, outreach, and program development

**Per Diem Residential Counselor, Brigids Crossing,**

**Lowell, MA 2010-Jan 2012**

- Supervising adolescent girls with their children in a residential setting
- Completing daily tasks set up by the program
- Encouraging independent living skills

**Intern, Court Appointed Special Advocates, Keene, NH**

**2008-2009, 2010**

- Organized Paperwork and Mail & Resource Cabinet
- Represented Child in Court including Monthly Visits with Child

# Stacey Beeley

[REDACTED]  
[REDACTED]  
[REDACTED]

Authorized to work in the US for any employer

## Work Experience

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### **Clinical Team Lead**

Caregiver Homes - Lawrence, MA  
February 2019 to Present

- Provide coaching and support to Care Teams to manage risk related to population, track and respond to changes and identify the need for active at-risk case management
- Provide oversight to Care Teams to ensure compliance with documentation standards required through NCQA and Mass Health guidelines and regulations
- Manage and track program admissions/discharges, quality improvement initiatives and KPI metrics
- Facilitated statewide workgroups designed to improve Consumer and Caregiver experiences, internal and external reporting guidelines and ensure branch efficiencies
- Led internal branch trainings on documentation, navigating technological challenges, developing goals/care plans
- Continue to manage Care Manager activities listed below

### **Care Manager**

Caregiver Homes - Lawrence, MA  
2015 to Present

- Assess individuals to ascertain Consumer health status and suitability for Mass Health Adult Foster Care program
- Facilitate Consumer and Caregiver engagement with appropriate community resources to address identified problems or issues
- Assist Consumer and Caregivers in identifying needs and developing person-centered plans of care
- Conduct regular home visits to monitor the health and well-being of Consumers and Caregivers
- Providing education, support and coaching to both family and non-family Caregivers
- Communicates with all team members and outside service providers to ensure coordination of care
- Facilitated complex case management to culturally diverse population
- Offered support and guidance to new team members as a Preceptor

### **Parent Educator Home Visitor**

Waypoint NH - Nashua, NH  
2010 to 2015

- Provide early, intensive and comprehensive child development, case management, infant/parent relationship and family support through in-home services for Medicaid-eligible pregnant women and their infants to enhance physical, social, emotional, and intellectual development
- Deliver health, educational, nutritional, and child growth and development information to parents while facilitating positive interactions via weekly home visits

## Education

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### **Bachelor of Arts in Social Work**

University of New Hampshire Durham - Durham, NH

2004

## Skills

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- Crisis Intervention
- Case Management
- NCQA Standards
- Behavioral Health
- Leadership
- Organizational skills
- Quality audits
- Microsoft Excel

## Assessments

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### **Verbal communication — Expert**

June 2019

Speaking clearly, correctly, and concisely

Full results: Expert

### **Electronic health records: Best practices — Highly Proficient**

March 2021

Knowledge of EHR data, associated privacy regulations, and best practices for EHR use

Full results: Highly Proficient

### **Attention to detail — Highly Proficient**

March 2021

Identifying differences in materials, following instructions, and detecting details among distracting information

Full results: Highly Proficient

### **Case management & social work — Highly Proficient**

March 2021

Prioritizing case tasks, gathering information, and providing services without judgment

Full results: Highly Proficient

### **Supervisory skills: Motivating & assessing employees — Expert**

March 2021

Motivating others to achieve objectives and identifying improvements or corrective actions

Full results: Expert

**FIT/NHNH, Inc.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Devlin	President/CEO	183,600	0%	-
Meghan Shea	Chief Programs Officer	107,100	30%	32,130
Kristen McGuigan	VP of Clinical Services	84,270	50%	42,135
Sarah Bernier	Program Manager - IOP	77,500	100%	77,500
Stacey Beeley	Recovery Housing Operation Manager	58,140	100%	58,140

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15 MAR



Lori A. Shlbinette  
Commissioner

Katja S. Fox  
Director

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

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

November 16, 2020

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

**REQUESTED ACTION**

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

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

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

See attached fiscal details.

**EXPLANATION**

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



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

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

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

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

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

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

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

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # T1083041; CFDA #93.788/FAIN #T1081685 and #T1083326.

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

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

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

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

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

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

HEADREST Vendor Code: 175228-8001 PO TBD

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

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

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

West Central Services Vendor Code: 177854-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,404	\$2,404
2022	102-500731	Contracts for Prog Svc	\$0	\$801	\$801
<b>Sub-total</b>			<b>\$0</b>	<b>\$3,205</b>	<b>\$3,205</b>
<b>Total Gov. Comm</b>			<b>\$126,950</b>	<b>\$281,550</b>	<b>\$408,500</b>

Attachment A  
Financial Details

05-95-92-920519-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (88% FEDERAL FUNDS 34% GENERAL FUNDS)

Dismas Home of NH Vendor Code: 290061-B001

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

FIT/NHMH, Inc. Vendor Code: 157730-B001

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

HEADREST Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$78,774	\$78,774
2022	102-500731	Contracts for Prog Svc	\$0	\$24,629	\$24,629
<b>Sub-total</b>			<b>\$0</b>	<b>\$101,403</b>	<b>\$101,403</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
<b>Sub-total</b>			<b>\$269,050</b>	<b>\$0</b>	<b>\$269,050</b>

West Central Services Vendor Code: 177654-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$5,096	\$5,096
2022	102-500731	Contracts for Prog Svc	\$0	\$1,699	\$1,699
<b>Sub-total</b>			<b>\$0</b>	<b>\$6,795</b>	<b>\$6,795</b>
<b>Total Clinical Svcs</b>			<b>\$269,050</b>	<b>\$598,700</b>	<b>\$865,750</b>

Attachment A  
Financial Details

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

Dismas Home of NH

Vendor Code: TBD

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

FIT/HHNH, Inc.

Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$308,261	\$308,261
2022	102-500731	Contracts for Prog Svc	\$0	\$73,666	\$73,666
<b>Sub-total</b>			<b>\$0</b>	<b>\$381,927</b>	<b>\$381,927</b>

HEADREST

Vendor Code: 175226-B001

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

Phoenix Houses of New England, Inc.

Vendor Code: 177589-B001

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

West Central Services

Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total SOR Grant</b>			<b>\$868,109</b>	<b>\$595,479</b>	<b>\$1,463,588</b>
<b>Grand Total All</b>			<b>\$1,264,109</b>	<b>\$1,473,729</b>	<b>\$2,737,838</b>

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-03)

**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 FIT/NHNNH, Inc.		1.4 Contractor Address 122 Market St. Manchester, NH 03101	
1.5 Contractor Phone Number (603) 641-9441	1.6 Account Number 05-95-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$1,029,677
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Maria Devlin</i> Date: 11/16/2020		1.12 Name and Title of Contractor Signatory Maria Devlin President & CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 11/17/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 11/17/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials   
Date 11/16/2020

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials MD  
Date 11/16/2020

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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


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

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

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

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

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

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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

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

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.

**1.4. Clinical Services**

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
  - 1.4.2.1. Focus on the client's strengths;
  - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
  - 1.4.2.3. Are client and family centered;
  - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
  - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
  - 1.4.3.2. Requirements for successfully completing the program;

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

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

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

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

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

1.7.1.4.1. Ensuring timely admission of individuals to services.

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

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

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

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

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

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

**1.8. Substance Use Disorder Treatment Services**

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

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- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

**1.9. Recovery Support Services**

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

1.9.2. The Contractor shall provide recovery support services in coordination with providing services in Paragraph 1.8.1 through 1.8.4 to an individual, as follows:

**1.9.2.1. Intensive Case Management**

1.9.2.1.1. The Contractor shall provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27:

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Comprehensive Case Management for  
Substance Abuse Treatment

1.9.2.2. Transportation for Pregnant Women and Parenting  
Individuals:

1.9.2.2.1. The Contractor shall provide transportation services to pregnant women and parenting individuals to and from services, as required by the individual's treatment plan.

1.9.2.2.2. The Contractor may use Contractor-owned vehicles; purchase public transportation passes; or pay for cab fare. The Contractor shall:

1.9.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

1.9.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

1.9.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

1.9.2.3. Child Care for Parenting Individuals:

1.9.2.3.1. The Contractor shall provide child care to children of parenting individuals while the individual is in treatment and case management services.

1.9.2.3.2. The Contractor may directly provide child care or pay for childcare provided by a licensed childcare provider.

1.9.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations, including but not limited to New Hampshire

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Administrative Rule He-C 4002 Child Care  
Licensing.

1.10. Enrolling Individuals for Services

- 1.10.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.10.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:
  - 1.10.2.1. Ensure all attempts at contact are documented in the individual record or call log;
  - 1.10.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
  - 1.10.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and
  - 1.10.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.10.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.10.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.10.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.



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- 1.10.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
  - 1.10.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.
  - 1.10.6.2. During treatment only when determined by a Licensed Counselor.
- 1.10.7. The Contractor shall either complete clinical evaluations in Paragraph 1.10.6, above before admission or Level of Care Assessments in Paragraph 1.10.3, above before admission along with a clinical evaluation in Paragraph 1.10.6, above after admission.
- 1.10.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
  - 1.10.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
  - 1.10.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
    - 1.10.8.2.1. A service with a lower Intensity ASAM Level of Care;
    - 1.10.8.2.2. A service with the next available higher intensity ASAM Level of Care;
    - 1.10.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
    - 1.10.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:
  - 1.10.9.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame <sup>if</sup> the

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Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

1.10.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or

1.10.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:

1.10.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and

1.10.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):

1.10.9.1.2.2.1. 60-minute individual or group outpatient session per week;

1.10.9.1.2.2.2. Recovery support services, as needed by the individual; and

1.10.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.

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

1.10.9.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

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

1.10.9.5. Individuals with Opioid Use Disorders.

1.10.9.6. Veterans with substance use disorders

1.10.9.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

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- 1.10.9.8. Individuals who require priority admission at the request of the Department.
- 1.10.10. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.10.11. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.10.12. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
  - 1.10.12.1. The Division for Children, Youth and Families (DCYF).
  - 1.10.12.2. Probation and parole programs.
  - 1.10.12.3. Doorways.
- 1.10.13. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.10.14. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.10.15. The Contractor shall not deny services to an adolescent due to:
  - 1.10.15.1. The parent's inability and/or unwillingness to pay the fee; or
  - 1.10.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.10.16. The Contractor shall provide services to eligible individuals who:
  - 1.10.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
  - 1.10.16.2. Have co-occurring mental health disorders; and/or
  - 1.10.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

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1.10.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.

1.10.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:

1.10.18.1. Kitchens.

1.10.18.2. Group rooms.

1.10.18.3. Recreation rooms and/or areas.

**1.11. Denial of Services**

1.11.1. The Contractor shall ensure individuals who are denied services:

1.11.1.1. Are informed of the reason for denial; and

1.11.1.2. Receive assistance with identifying an accessing appropriate available treatment.

1.11.2. The Contractor shall not deny services to any individual solely because the individual:

1.11.2.1. Previously left treatment against the advice of staff;

1.11.2.2. Relapsed from an earlier treatment;

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

1.11.2.4. Has been diagnosed with a mental health disorder.

**1.12. Waitlists**

1.12.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

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

**1.13. Assistance with Enrolling in Insurance Programs**

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

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- 1.13.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 1.13.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

**1.14. Service Delivery Activities and Requirements**

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

- 1.14.1.1. All policies and procedures are reviewed and revised, as necessary.
- 1.14.1.2. All staff providing services receive training on policies and procedures currently in place.
- 1.14.1.3. Maintenance of specific policies that include, but are not limited to:
  - 1.14.1.3.1. Client rights, grievance and appeals policies and procedures.
  - 1.14.1.3.2. Progressive discipline, leading to administrative discharge.
  - 1.14.1.3.3. Reporting and appealing staff grievances.
  - 1.14.1.3.4. Policies on client alcohol and other drug use while in treatment.
  - 1.14.1.3.5. Policies on client and employee smoking.
  - 1.14.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.
  - 1.14.1.3.7. Policies and procedures for holding a client's possessions.
  - 1.14.1.3.8. Secure storage of staff medications.
  - 1.14.1.3.9. A client medication policy.
  - 1.14.1.3.10. Urine specimen collection, as applicable, that:

1.14.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and

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- 1.14.1.3.10.2. Minimize falsification.
- 1.14.1.3.11. Safety and emergency procedures on:
  - 1.14.1.3.11.1. Medical emergencies;
  - 1.14.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 1.14.1.3.11.3. Reporting employee injuries;
  - 1.14.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 1.14.1.3.11.5. Emergency closings; and
  - 1.14.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.14.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.14.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.14.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.14.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
  - 1.14.2.1. During initial contact.
  - 1.14.2.2. During screening.
  - 1.14.2.3. At intake.
  - 1.14.2.4. During admission.
  - 1.14.2.5. During on-going treatment services.
  - 1.14.2.6. At discharge.
- 1.14.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:

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- 1.14.3.1. During initial contact.
- 1.14.3.2. During screening.
- 1.14.3.3. At intake.
- 1.14.3.4. During admission.
- 1.14.3.5. During on-going treatment services.
- 1.14.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.14.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
  - 1.14.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.14.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
  - 1.14.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
    - 1.14.5.1.1. Specific with clearly defined action steps;
    - 1.14.5.1.2. Measurable with clear criteria for progress and completion;
    - 1.14.5.1.3. Attainable and within the individual's ability to achieve;
    - 1.14.5.1.4. Realistic while ensuring the resources are available to the individual; and

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- 1.14.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
- 1.14.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.14.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
  - 1.14.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
  - 1.14.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
  - 1.14.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
  - 1.14.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.14.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.14.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
  - 1.14.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
  - 1.14.6.2. Ensure providers include, but are not limited to:
    - 1.14.6.2.1. A primary care provider, as appropriate.
    - 1.14.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.

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- 1.14.6.2.3. Medication assisted treatment provider, as appropriate.
- 1.14.6.2.4. Peer recovery support provider, as appropriate.
- 1.14.6.3. Coordinate with local recovery community organizations, if available, in order to:
  - 1.14.6.3.1. Bring peer recovery support providers into the treatment setting;
  - 1.14.6.3.2. Meet with individuals to describe available services; and
  - 1.14.6.3.3. Engage individuals in peer recovery support services as applicable.
- 1.14.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.14.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
  - 1.14.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
  - 1.14.6.5.2. Probation and/or parole programs, as applicable
  - 1.14.6.5.3. The Doorways, as applicable.
- 1.14.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.14.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
  - 1.14.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
  - 1.14.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
    - 1.14.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the

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individual to continue working toward his or her treatment goals; or

1.14.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or

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

1.14.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

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

1.14.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement

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in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

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

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

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

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

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

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

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

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

1.14.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

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

1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.15. Individual and Group Education**

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- 1.15.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:
  - 1.15.1.1. Hepatitis C Virus (HCV).
  - 1.15.1.2. Human Immunodeficiency Virus (HIV).
  - 1.15.1.3. Sexually Transmitted Diseases (STD).
  - 1.15.1.4. Tobacco Treatment Tools that include:
    - 1.15.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
    - 1.15.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TCP) and the certified tobacco cessation counselors available through the QuitLine.
- 1.15.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

**1.16. Medication Services**

- 1.16.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.
- 1.16.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:
  - 1.16.2.1. The client's name;
  - 1.16.2.2. The medication name and strength;
  - 1.16.2.3. The prescribed dose;
  - 1.16.2.4. The route of administration;
  - 1.16.2.5. The frequency of administration; and
  - 1.16.2.6. The date ordered.
- 1.16.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.16.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:

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- 1.16.4.1. All medications are kept in a storage area that is:
  - 1.16.4.1.1. Locked and accessible only to authorized personnel;
  - 1.16.4.1.2. Organized to allow correct identification of each client's medication(s);
  - 1.16.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
  - 1.16.4.1.4. Equipped to maintain medication at the proper temperature.
- 1.16.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
- 1.16.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.16.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.16.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
  - 1.16.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
  - 1.16.6.2. OTC medication is stored in accordance with medication storage requirements above; and
  - 1.16.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 1.16.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
  - 1.16.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
  - 1.16.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and

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- 1.16.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.16.8. The Contractor shall document in an individual client medication log:
  - 1.16.8.1. The medication name, strength, dose, frequency and route of administration;
  - 1.16.8.2. The date and the time the medication was taken;
  - 1.16.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 1.16.8.4. The reason for any medication refused or omitted.
- 1.16.9. The Contractor shall ensure upon a client's discharge that:
  - 1.16.9.1. The medication log is included in the client's record; and
  - 1.16.9.2. The client is provided with remaining medication to take with him or her
- 1.17. Tobacco Free Environment
  - 1.17.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
    - 1.17.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
    - 1.17.1.2. Apply to employees, individuals and employee or individual visitors.
    - 1.17.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
    - 1.17.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
    - 1.17.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
    - 1.17.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
      - 1.17.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
      - 1.17.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches,

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must be extinguished and disposed of in appropriate containers.

1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.

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

1.17.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.17.3. The Contractor shall ensure the tobacco free environment policy is:

1.17.3.1. Posted in the Contractor's facilities.

1.17.3.2. Posted in all Contractor vehicles.

1.17.3.3. Included in employee, individual, and visitor orientations.

1.17.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

**1.18. Staffing**

1.18.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

1.18.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:

1.18.2.1. Job title;

1.18.2.2. Physical requirements of the position;

1.18.2.3. Education and experience requirements of the position;

1.18.2.4. Duties of the position;

1.18.2.5. Positions supervised; and

1.18.2.6. Title of immediate supervisor.

1.18.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.18.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.

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- 1.18.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
- 1.18.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
  - 1.18.3.3.1. Felony convictions in this or any other state;
  - 1.18.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
  - 1.18.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.18.4. The Contractor shall ensure all staff, including contracted staff:
  - 1.18.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 1.18.4.2. Do not exceed the criminal background standards established above;
  - 1.18.4.3. Are licensed, registered or certified as required by state statute and as applicable;
  - 1.18.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
    - 1.18.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 1.18.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
    - 1.18.4.4.3. Confidentiality requirements;
    - 1.18.4.4.4. Grievance procedures for both clients and staff;
    - 1.18.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;



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- 1.18.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.18.4.4.7. The Contractor's infection prevention program;
- 1.18.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.18.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.18.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.18.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.18.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.18.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
    - 1.18.5.1.1. The name of the examinee.
    - 1.18.5.1.2. The date of the examination.
    - 1.18.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
    - 1.18.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
    - 1.18.5.1.5. The dated signature of the licensed health practitioner.
  - 1.18.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 1.18.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct

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contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.

- 1.18.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.18.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.18.7.1. A completed application for employment or a resume, including:
    - 1.18.7.1.1. Identification data; and
    - 1.18.7.1.2. The education and work experience of the employee.
  - 1.18.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 1.18.7.2.1. Position title;
    - 1.18.7.2.2. Qualifications and experience; and
    - 1.18.7.2.3. Duties required by the position.
  - 1.18.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
  - 1.18.7.4. A signed and dated record of orientation.
  - 1.18.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
  - 1.18.7.6. Records of screening for communicable diseases results required above.
  - 1.18.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
  - 1.18.7.8. Documentation of annual in-service education.
  - 1.18.7.9. Information on the general content and length of all continuing education or educational programs attended/

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- 1.18.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.18.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.18.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.18.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 1.18.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
  - 1.18.7.11.4. Documentation of the criminal records check.
- 1.18.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
  - 1.18.8.1. A minimum of one (1) licensed supervisor, defined as:
    - 1.18.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
    - 1.18.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
    - 1.18.8.1.3. Licensed mental health provider.
  - 1.18.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
    - 1.18.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

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- 1.18.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.18.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 1.18.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.18.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
  - 1.18.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
    - 1.18.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
    - 1.18.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.18.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

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- 1.18.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.18.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.18.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.18.14. The Contractor shall ensure supervision includes the following techniques:
  - 1.18.14.1. Review of case records;
  - 1.18.14.2. Observation of interactions with clients;
  - 1.18.14.3. Skill development; and
  - 1.18.14.4. Review of case management activities.
- 1.18.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.18.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.18.17. The Contractor shall provide training to staff on:
  - 1.18.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
  - 1.18.17.2. The 12 Core Functions;
  - 1.18.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.18.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.18.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.

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- 1.18.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.18.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.18.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.18.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.18.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.18.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.18.22.1. A Department-approved ethics course;
  - 1.18.22.2. A Department-approved course on the 12 Core Functions;
  - 1.18.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.18.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.18.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.18.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.18.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date of the

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individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:

- 1.18.25.1. The contract requirements.
- 1.18.25.2. All policies and procedures provided by the Department.
- 1.18.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.18.26.1. Hepatitis C (HCV);
  - 1.18.26.2. Human immunodeficiency virus (HIV);
  - 1.18.26.3. Tuberculosis (TB); and
  - 1.18.26.4. Sexually transmitted diseases (STDs).

**1.19. Facilities License**

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

**1.20. Inspections**

- 1.20.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
  - 1.20.1.1. A reception area separate from living and treatment areas;
  - 1.20.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
  - 1.20.1.3. Secure storage of active and closed confidential client records; and
  - 1.20.1.4. Separate and secure storage of toxic substances.
- 1.20.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
  - 1.20.2.1. The facility premises;
  - 1.20.2.2. All programs and services provided under the contract; and
  - 1.20.2.3. Any records required by the contract.

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- 1.20.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.20.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

**1.21. Web Information Technology System (WITS)**

- 1.21.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.21.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
- 1.21.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
  - 1.21.3.1. Is not entered into the WITS system; and
  - 1.21.3.2. Does not receive services described this contract.
  - 1.21.3.3. Is assisted with finding alternative payers for the required services.
- 1.21.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

**1.22. Quality Improvement**

- 1.22.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
  - 1.22.1.1. Participating in electronic and in-person individual record reviews.
  - 1.22.1.2. Participating in site visits.
  - 1.22.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.22.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.22.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and

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- 1.22.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.22.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.22.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.22.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.23. Client Discharge and Transfer
  - 1.23.1. The Contractor may discharge a client from a program due to:
    - 1.23.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
    - 1.23.1.2. The client terminates from the program due to:
      - 1.23.1.2.1. Administrative discharge;
      - 1.23.1.2.2. Non-compliance with the program;
      - 1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; and
    - 1.23.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
  - 1.23.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
    - 1.23.2.1. The dates of admission and discharge or transfer.
    - 1.23.2.2. The client's psychosocial substance abuse history and legal history.
    - 1.23.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
    - 1.23.2.4. The reason for discharge or transfer.
    - 1.23.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

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- 1.23.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.23.2.7. A continuing care plan, including all ASAM domains.
- 1.23.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.23.2.9. The dated signature of the counselor completing the summary.
- 1.23.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.23.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
  - 1.23.4.1. The discharge summary;
  - 1.23.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.23.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.23.4.3.1. TB test results;
    - 1.23.4.3.2. A record of the client's treatment history; and
    - 1.23.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.23.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 1.23.5.1. Includes recommendations for continuing care in all ASAM domains;
  - 1.23.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 1.23.5.3. Assists the client in making contact with other agencies or services.
- 1.23.6. The Contractor may administratively discharge a client from a program only if:
  - 1.23.6.1. The client's behavior on program premises is abusive, violent, or illegal;

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- 1.23.6.2. The client is non-compliant with prescription medications;
- 1.23.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
- 1.23.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

**1.24. Client Rights**

**1.24.1. Notice of Client Rights**

- 1.24.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
  - 1.24.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
  - 1.24.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
  - 1.24.1.1.3. Notification of rights are documented in the client record.
  - 1.24.1.1.4. Posting the notices continuously and conspicuously;
  - 1.24.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.
- 1.24.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

**1.25. Administrative Remedies**

- 1.25.1. The Department may impose administrative remedies for violations of contract requirements, including:
  - 1.25.1.1. Requiring a Contractor to submit a plan of correction (POC);
  - 1.25.1.2. Imposing a directed POC upon a Contractor;
  - 1.25.1.3. Suspension of a contract; or
  - 1.25.1.4. Revocation of a contract.

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- 1.25.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
  - 1.25.2.1. Identifies each deficiency;
  - 1.25.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 1.25.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 1.25.3. A POC shall be developed and enforced in the following manner:
  - 1.25.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
    - 1.25.3.1.1. How the Contractor intends to correct each deficiency;
    - 1.25.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 1.25.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 1.25.3.2. The Department shall review and accept each POC that:
    - 1.25.3.2.1. Achieves compliance with contract requirements;
    - 1.25.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 1.25.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 1.25.3.2.4. Specifies the date upon which the deficiencies will be corrected;
  - 1.25.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
  - 1.25.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
  - 1.25.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;

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- 1.25.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.25.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.25.4.1. Reviewing materials submitted by the Contractor;
  - 1.25.4.2. Conducting a follow-up inspection; or
  - 1.25.4.3. Reviewing compliance during the next scheduled inspection;
- 1.25.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.25.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.25.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.25.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.25.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.25.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10<sup>th</sup> day of the month following the reporting month or quarter.

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- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
  - 3.2.1. 100% of all individuals at admission;
  - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
  - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
  - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
  - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
  - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
    - 3.4.1.1. Abuse.
    - 3.4.1.2. Neglect.
    - 3.4.1.3. Exploitation.
    - 3.4.1.4. Rights violation.
    - 3.4.1.5. Missing person.
    - 3.4.1.6. Medical emergency.
    - 3.4.1.7. Restraint.
    - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
  - 3.7.1. When the sentinel even involves any individual receiving services under this contract;

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- 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
  - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
  - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
  - 3.7.2.3. Location, date, and time of the event;
  - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
  - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
  - 3.7.2.6. The identification of any media that had reported the event; and
- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

**4. Performance Measures**

- 4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:
  - 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
    - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
    - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
    - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;

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- 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
- 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
  - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
  - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
  - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
  - 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
  - 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the



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services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.
  - 5.3.3.3. Protocols or guidelines.
  - 5.3.3.4. Posters.
  - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

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

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

**6. Records**

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

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- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

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

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**7.1.1. Days of Cash on Hand:**

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

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

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

**7.1.2. Current Ratio:**

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

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

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

**7.1.3. Debt Service Coverage Ratio:**

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

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

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

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

**7.1.4. Net Assets to Total Assets:**

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

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- 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
  - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
  - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
    - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
    - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
    - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
    - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
  - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.

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7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

**8. Contract Compliance Audits**

8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.

8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

**9. Facilities Use Agreement**

9.1. The Contractor shall use the State of New Hampshire owned land and building, located at 15 Brook Street, Manchester, New Hampshire 03103 (from here in after known as 'premises') to provide residential and transitional living services for up to 14 individuals as specified in Paragraph 1.8.4.

9.2. The Contractor shall have the appropriate licenses and permits in accordance with Subsection 1.19 Facilities License.

9.3. The Contractor shall have the right to use onsite parking lot. No reserved parking is provided as part of this Agreement.

9.4. The Contractor has inspected and knows the Condition of the premises identified in Subsection 9.1 above.

9.5. The Contractor shall obtain prior written consent, which shall not be unreasonably withheld or delayed, from the Department for additions, alterations, or improvements to the premises.

9.6. The Contractor shall ensure that all work, repairs, renovations and/or replacements approved by the Department in Subsection 9.5 are guaranteed by the contractors completing the work, against defects resulting from the use of

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inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.

- 9.7. The Contractor shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Department is rendered necessary as a result of the use of materials, equipment or workmanship that are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Department, and at the Contractor's own expense:
  - 9.7.1. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein;
  - 9.7.2. Repair all damage to the building or site, or equipment or contents thereof, which in the opinion of the Department, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
  - 9.7.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 9.8. The Contractor shall use and occupy the premises in Subsection 9.1 at the expense of the Contractor.
- 9.9. The Contractor shall maintain building maintenance to include normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances).
- 9.10. The Contractor shall maintain and repair the roof, boiler, plumbing systems, and electrical systems.
- 9.11. The Contractor shall make repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.
- 9.12. The Contractor shall be subject to rules and regulations as the State may prescribe from time to time, which may include, but are not limited to:
  - 9.12.1. Meeting the Department's Health Facilities Administration requirements.
  - 9.12.2. Meeting the City of Manchester requirements.
  - 9.12.3. Meeting the State of New Hampshire Public Works Department requirements.
- 9.13. The Contractor shall pay for all utilities including, but not limited to:
  - 9.13.1. Electricity;
  - 9.13.2. Heating oil;
  - 9.13.3. Water; and
  - 9.13.4. Sewer.

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- 9.14. The Contractor shall establish accounts for all utilities in the name of the Contractor, with the Department named as "second" on each utility account, ensuring that invoices for each utility are sent directly to, and paid by the Contractor.
- 9.15. The Contractor shall have a Liaison and backup to develop a Maintenance Checklist for routine repairs and maintenance, ensuring:
  - 9.15.1. The Maintenance Checklist shall be available for the Department to review and prioritize during the bi-weekly inspections conducted by the Department.
  - 9.15.2. Liaisons shall be the only persons to contact the Department.
- 9.16. The Contractor shall provide grounds services, including janitorial services, snow removal and waste disposal.
- 9.17. The Contractor shall provide all necessary furniture, fixtures, and equipment necessary to provide services.
- 9.18. The Contractor shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes.
- 9.19. The Contractor shall, at their own expense, promptly repair or replace to the satisfaction of the Department, property damaged or destroyed by the Contractor or guests, incident to its exercise of the privileges granted.
- 9.20. The Contractor shall pay the Department in the amount sufficient to compensate for the loss sustained by the Department for damage to or destruction of the premises that has not been repaired by the Contractor.
- 9.21. The Contractor shall, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.
  - 9.21.1. The Contractor shall report violations immediately to the Department upon discovery. The Contractor shall be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules and regulations and standards.
- 9.22. The Contractor shall be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the premises and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises.

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- 9.23. The Contractor shall assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy of the premises. The Contractor expressly waives all claims against the Department for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.
- 9.24. The Contractor shall indemnify, save, hold harmless and defend the Department, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this use Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the Department, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
- 9.25. The Contractor agrees that on or before the expiration date of this Agreement, or within ten (10) business days after its revocation by the Department, or relinquishment by the Contractor, the Contractor shall vacate the premises and shall, remove all their personal property and restore the premises to a condition satisfactory to the Department, damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor shall fail or neglect to remove their personal property and so restore the premises, then at the option of the State, such property shall either become property of the Department without compensation therefore, or the Department may cause property to be removed and the premises to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
- 9.26. The terms of the Use Agreement shall not be transferred or assigned.
- 9.27. The Contractor shall provide all written notices pursuant to this Agreement to the Department at:

State of New Hampshire  
Department of Health and Human Services  
Attn: Director of Facilities Management  
129 Pleasant Street  
Concord, NH, 03301

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**Payment Terms**

1. Source(s) of Funding
  - 1.1. This Agreement is funded by:
    - 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019 by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
    - 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN CFDA #93.788/FAIN #TI081685 #TI083326;
    - 1.1.3. 10.829%, general funds; and
    - 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
  - 1.2. The Source(s) of Funding listed in Section 1.1 represent(s) the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Non Reimbursement for Services
  - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
    - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
    - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.

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

3.5.1. If the individual owns a vehicle:

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

3.5.2. If the individual does not own a vehicle:

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

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

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

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- 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
- 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. Calculating the Amount to Charge the Department Applicable to All Services
  - 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
  - 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
  - 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
  - 5.4. The Contractor shall determine and charge for services provided, as follows:
    - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.2. Second: Charge the client according to Section 11, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
  - 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 11 Sliding Fee Scale, in accordance with the client's applicable income level.
  - 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
  - 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

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- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.

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

- 6.1. The Contractor may charge the client fees for room and board, in addition to:
  - 6.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and
  - 6.1.2. The charges to the Department.
- 6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

<b>Table A</b>	
<b>If the percentage of Client's income of the Federal Poverty Level (FPL) is:</b>	<b>Then the Contractor may charge the client up to the following amount for room and board per week:</b>
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25

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250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

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

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

**7. Charging for Clinical Services under Transitional Living**

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

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

**8. Additional Billing Information: Intensive Case Management Services**

8.1. The Contractor shall charge for Intensive Case Management Services in accordance with Section 5 above for clients admitted to programs in accordance to Exhibit B, Scope of Services and only after billing other public and private insurance.

8.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.

8.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

**9. Additional Billing Information: Transportation**

9.1. The Contractor shall seek reimbursement in accordance with Section 5 and, upon prior approval of the Department, for transportation provided, as follows:

9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit C-1, Service Fee Table, Table A, for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan.

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9.1.2. If the Contractor's staff works less than a full hour, the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed.

9.1.3. At the actual cost if purchasing transportation passes or paying for cab fare, in order for the client to receive transportation to and from services specified in the client's treatment plan.

9.2. The Contractor shall maintain records and keep receipts to support the cost of transportation and provide records and receipts to the Department upon request.

**10. Additional Billing Information: Child Care**

10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided, as follows:

10.1.1. At the hourly rate in Exhibit C-1, Service Fee Table, Table A, when the Contractor's staff provides child care while the client is receiving treatment or recovery support services.

10.1.2. At the actual cost to purchase childcare when provided by a licensed childcare provider.

10.2. The Contractor shall keep and maintain records and receipts to support the costs of childcare and provide records and receipts to the Department upon request.

**11. Sliding Fee Scale**

11.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

11.2. The Contractor shall implement the sliding fee scale as follows:

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

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

**12. Submitting Charges for Payment**

- 12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 12.1.5. Submit separate batches for each billing month.

- 12.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

- 12.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

- 12.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:

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

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

- 12.6. Funds in this contract may not be used to replace funding for a program already funded from another source.

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- 12.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 12.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 12.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 12.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 12.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 12.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 12.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 12.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
  - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 14.2.1. Make cash payments to intended recipients of substance abuse services.

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- 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
  - 14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**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.

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

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**Exhibit C-1**

**Service Fee Table**

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

**Table A**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	\$75.00	Per day
1.6.	Individual Intensive Case Management	\$16.50	15 min
1.7.	Group Intensive Case Management	\$5.50	15 min
1.8.	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.9.	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider

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**Exhibit C-1**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.10	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to \$5.00	Per 15 minutes
1.11	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.12	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Vendor Initials MD  
Date 11/16/2020

New Hampshire Department of Health and Human Services  
Exhibit D



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

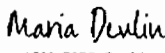
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

11/16/2020

Date

DocuSigned by:  
  
 Name: Maria Devlin  
 Title: President & CEO



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

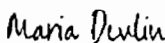
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name:

11/16/2020

Date

DocuSigned by:  
  
 Name: Maria Devlin  
 Title: President & CEO

DS  
MD

**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 (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

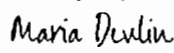
**LOWER TIER COVERED TRANSACTIONS**


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

Contractor Name:

11/16/2020

Date

DocuSigned by:  
  
 Name: Maria Devlin  
 Title: President & CEO

Contractor Initials   
 Date 11/16/2020

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
MD

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:

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

Contractor Name:

11/16/2020

Date

DocuSigned by:

*Maria Devlin*

Name: Maria Devlin

Title: President & CEO

Exhibit G

Contractor Initials

DS  
MD

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

11/16/2020

Date

DocuSigned by:  
*Maria Devlin*  
Name: Maria Devlin  
Title: President & CEO

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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Contractor Initials MD

Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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

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

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

3/2014

Contractor Initials mt

Date 11/16/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

MD





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.

Contractor Initials MJ



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services  
 The State by: Katja Fox  
 Signature of Authorized Representative  
 katja Fox  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 11/17/2020  
 Date

FIT-NHNN, Inc  
 Name of the Contractor by: Maria Devlin  
 Signature of Authorized Representative  
 Maria Devlin  
 Name of Authorized Representative  
 President & CEO  
 Title of Authorized Representative  
 11/16/2020  
 Date

Contractor Initials MD

Date 11/16/2020

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

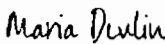
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name:

11/16/2020

Date

DocuSigned by:  
  
 Name: Maria Devlin  
 Title: President & CEO

Contractor Initials   
 Date 11/16/2020

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

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

1. The DUNS number for your entity is: 825360399

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

NO  YES

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

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

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

NO  YES

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

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

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

- |             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

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



**A. Definitions**

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

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

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

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

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



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

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

### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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.).

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



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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

#### V. LOSS REPORTING

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.21., Paragraph 1.21.4 to read:
  - 1.21.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, including:
    - 1.21.4.1. Individuals receiving BDAS-funded SUD treatment services,
    - 1.21.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.21.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.5 to read:
  - 1.21.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.6 to read:
  - 1.21.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5., Subsection 5.3, Credits and Copyright Ownership to update the heading title, to read:
  - 5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5., Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L Amendment #1, Sample End User License

Grafton County New Hampshire-Grafton County  
Department of Corrections and Alternative Sentencing

Contractor Initials:     JLL    

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

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

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

6. Modify Exhibit C, Payment Terms, Section 8, Submitting Charges for Payment, Subsection 8.5 to read:
  - 8.5 The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder and/or Stimulant Use Disorder that are Medicaid coded for both residential and transitional living services.
7. Add Exhibit L, Amendment #1, Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

5/14/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

Grafton County New Hampshire – Grafton County  
Department of Corrections and Alternative Sentencing

5/14/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Julie L Libby*  
\_\_\_\_\_  
Name: Julie L Libby  
Title: County Administrator




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

OFFICE OF THE ATTORNEY GENERAL

5/14/2021

Date

DocuSigned by:  


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

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

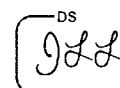
WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

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

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

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

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



5/14/2021

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

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

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

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

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

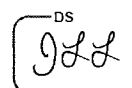
Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_



5/14/2021

## CERTIFICATE OF AUTHORITY

I, Omer C. Ahern, Jr., hereby certify that

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

1. I am a duly elected Clerk/Secretary/Officer of the Grafton County Board of Commissioners.  
(Corporation/LLC Name)

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

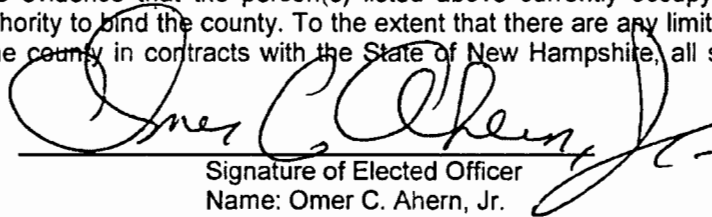
**VOTED:** That, Julie L Libby, Finance Director  
(Name and Title of Contract Signatory)

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

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

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

Dated: April 20, 2021



Signature of Elected Officer  
Name: Omer C. Ahern, Jr.  
Title: Clerk, Board of Commissioners



**CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		<b>Member Number:</b> 603	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH, Department of Health and Human Services 129 Pleasant St Concord, NH 03301			<b>By:</b> <i>Mary Beth Purcell</i> <b>Date:</b> 11/16/2020 mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

DEC01'20 PM 3:00 RCVD

15  
mac

Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

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

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

November 25, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$6,744,478 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Bridge Street Recovery	TBD	Statewide	\$1,351,667
Grafton County New Hampshire-Grafton County Department of Corrections and Alternative Sentencing	177397-B003		\$217,000
Harbor Homes, Inc.	166574-B001		\$1,701,384
Hope on Haven Hill, Inc.	275119-B001		\$328,715
Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center	177204-B005		\$2,035,829
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001		\$1,097,883
The Community Council of Nashua, NH	154112-B001		\$12,000
		<b>Total:</b>	<b>\$6,744,478</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

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

**See attached fiscal details.**

#### **EXPLANATION**

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

This request represents the remaining seven (7) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department presented the first five (5) requests Governor and Executive Council on December 2, 2020 (item #15).

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

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

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

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

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

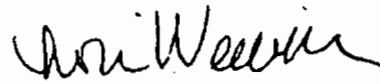
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # T1083041; CFDA #93.788/FAIN #T1081685 and  
#T1083326.

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

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner



Attachment A  
Financial Details

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

Bridge Street Recovery Vendor Code:TBD PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$160,290	\$160,290
2022	102-500731	Contracts for Prog Svc	\$0	\$53,430	\$53,430
Sub-total			\$0	\$213,720	\$213,720

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,885	\$2,885
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

Dismas Home of NH Vendor Code: 290061-B001 PO TBD

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

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Famum Vendor Code: 177204-B005 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-500731	Contracts for Prog Svc	\$0	\$56,100	\$56,100
Sub-total			\$0	\$159,647	\$159,647

FIT/NHNNH Vendor Code: 157730-B001 PO TBD

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

Attachment A  
Financial Details

Grafton County Vendor Code: 177397-8003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$51,934	\$51,934
2022	102-500731	Contracts for Prog Svc	\$0	\$17,632	\$17,632
Sub-total			\$0	\$69,566	\$69,566

Harbor Homes, Inc. Vendor Code: 168574-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$167,663	\$167,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$221,761	\$221,761

HEADREST, Inc Vendor Code: 175226-8001 PO TBD

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

Hope on Haven Hill Vendor Code: 275119-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$24,044	\$24,044
2022	102-500731	Contracts for Prog Svc	\$0	\$8,014	\$8,014
Sub-total			\$0	\$32,058	\$32,058

North Country Health Consortium Vendor Code: 158557-8001 PO TBD

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

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

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

Southeastern NH Alcohol and Drug Services Vendor Code: 155292-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$82,069	\$82,069
2022	102-500731	Contracts for Prog Svc	\$0	\$28,051	\$28,051
Sub-total			\$0	\$110,120	\$110,120

Attachment A  
Financial Details

West Central  
Services

Vendor Code: 177854-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
<b>Sub-total</b>			<b>\$3,205</b>	<b>\$0</b>	<b>\$3,205</b>
<b>Total Gov. Comm</b>			<b>\$408,500</b>	<b>\$810,719</b>	<b>\$1,219,219</b>

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

Bridge Street  
Recovery

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$339,710	\$339,710
2022	102-500731	Contracts for Prog Svc	\$0	\$113,237	\$113,237
<b>Sub-total</b>			<b>\$0</b>	<b>\$452,947</b>	<b>\$452,947</b>

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$6,115	\$6,115
2022	102-500731	Contracts for Prog Svc	\$0	\$2,038	\$2,038
<b>Sub-total</b>			<b>\$0</b>	<b>\$8,153</b>	<b>\$8,153</b>

Dismas Home of NH Vendor Code:290061-B001

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

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Farmum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$219,453	\$219,453
2022	102-500731	Contracts for Prog Svc	\$0	\$118,900	\$118,900
<b>Sub-total</b>			<b>\$0</b>	<b>\$338,353</b>	<b>\$338,353</b>

FIT/NHNH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$110,066	\$110,066
2022	102-500731	Contracts for Prog Svc	\$0	\$37,368	\$37,368
<b>Sub-total</b>			<b>\$0</b>	<b>\$147,434</b>	<b>\$147,434</b>

Attachment A  
Financial Details

Harbor Homes, Inc. Vendor Code: 166574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$469,989	\$469,989

HEADREST, Inc Vendor Code: 175226-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$78,774	\$0	\$78,774
2022	102-500731	Contracts for Prog Svc	\$24,629	\$0	\$24,629
Sub-total			\$101,403	\$0	\$101,403

Hope on Haven Hill Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$50,956	\$50,956
2022	102-500731	Contracts for Prog Svc	\$0	\$16,986	\$16,986
Sub-total			\$0	\$67,942	\$67,942

North Country Health Consortium Vendor Code: 158557-B001 PO1062986

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

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
Sub-total			\$269,050	\$0	\$269,050

Attachment A  
Financial Details

Alcohol and Drug Services Vendor Code: 155292-B001 PO1062969

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$173,931	\$173,931
2022	102-500731	Contracts for Prog Svc	\$0	\$59,449	\$59,449
Sub-total			\$0	\$233,380	\$233,380

West Central Services Vendor Code: 177654-B001 PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,699
Sub-total			\$6,795	\$0	\$6,795
Total Clinical Svs			\$865,750	\$1,716,198	\$2,583,948

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

Bridge Street Recovery Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$457,000	\$457,000
2022	102-500731	Contracts for Prog Svc	\$0	\$228,000	\$228,000
Sub-total			\$0	\$685,000	\$685,000

Community Council of Nashua-Gr Mental Health Vendor Code: 154112-B001

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

Dismas Home of NH Vendor Code: TBD

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

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$1,132,229	\$1,132,229
2022	102-500731	Contracts for Prog Svc	\$0	\$405,600	\$405,600
Sub-total			\$0	\$1,537,829	\$1,537,829

Attachment A  
Financial Details

FIT/NHMH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$308,261	\$0	\$308,261
2022	102-500731	Contracts for Prog Svc	\$73,666	\$0	\$73,666
Sub-total			\$381,927	\$0	\$381,927

Grafton County Vendor Code: 177397-B003

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

Harbor Homes, Inc. Vendor Code: 186574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$743,334	\$743,334
2022	102-500731	Contracts for Prog Svc	\$0	\$266,300	\$266,300
Sub-total			\$0	\$1,009,634	\$1,009,634

HEADREST, Inc Vendor Code: 175228-B001

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

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$168,415	\$168,415
2022	102-500731	Contracts for Prog Svc	\$0	\$60,300	\$60,300
Sub-total			\$0	\$228,715	\$228,715

North Country  
Health Consortium Vendor Code: 158557-B001

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

Phoenix Houses of  
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$839,109	\$0	\$839,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
Sub-total			\$868,109	\$0	\$868,109

Attachment A  
Financial Details

Southeastern NH  
Alcohol and Drug  
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$555,383	\$555,383
2022	102-500731	Contracts for Prog Svc	\$0	\$199,000	\$199,000
Sub-total			\$0	\$754,383	\$754,383

West Central  
Services Vendor Code: 17754-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$1,483,588	\$4,215,561	\$5,679,149
Grand Total All			\$2,737,838	\$6,744,478	\$9,482,316

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**Attachment A  
Financial Details**



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

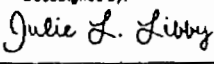

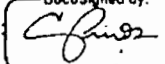
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

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

### GENERAL PROVISIONS

#### I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing		1.4 Contractor Address 3855 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number  (603) 787-6941	1.6 Account Number  Multiple	1.7 Completion Date  September 30, 2021	1.8 Price Limitation  \$217,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number  (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/18/2020		1.12 Name and Title of Contractor Signatory Julie L. Libby County Administrator	
1.13 State Agency Signature DocuSigned by:  Date: 11/19/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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



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**CONTRACT IDENTIFICATION DETAILS**

**1. Account Numbers for Form P-37, General Provisions**

1.1. Box 1.6, Account Number, to include:

1.6. 05-95-92-920510-33820000-102-500734

05-95-92-920510-33840000-102-500734

05-95-92-920510-70400000-102-500734

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials   
Date 11/18/2020

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JLD  
Date 11/18/2020

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and 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  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT A**



**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.

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

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.

**1.4. Clinical Services**

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
  - 1.4.2.1. Focus on the client's strengths;
  - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
  - 1.4.2.3. Are client and family centered;
  - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
  - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
  - 1.4.3.2. Requirements for successfully completing the program;

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



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

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



1.5.3.5. Injectable extended-release naltrexone.

- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

1.6. Transition Plan

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
  - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
  - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
  - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

1.7. Resiliency and Recovery Oriented Systems of Care

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
  - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.

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- 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN projects that may be similar in nature or impact the same populations.
- 1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network.
- 1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:
  - 1.7.1.4.1. Ensuring timely admission of individuals to services.
  - 1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.
  - 1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.
  - 1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.
  - 1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.
- 1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.
- 1.7.3. The Contractor shall provide services that are trauma informed to ensure treatment provided addresses trauma experience by the individual.

**1.8. Substance Use Disorder Treatment Services**

- 1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through<sup>PS</sup> the

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exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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

1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.

1.9. Recovery Support Services

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

1.9.2. The Contractor shall provide recovery support services in coordination with providing services in Paragraph 1.8.1 through 1.8.3 to an individual, as follows:

1.9.2.1. Intensive Case Management

1.9.2.1.1. The Contractor shall provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment

1.10. Enrolling Individuals for Services

1.10.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder

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Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.

1.10.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:

1.10.2.1. Ensure all attempts at contact are documented in the individual record or call log;

1.10.2.2. Assess individuals' income prior to admission using the WITS fee determination model;

1.10.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and

1.10.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record

1.10.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.

1.10.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.

1.10.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:

1.10.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

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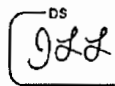
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- 1.10.5.2. During treatment only when determined by a Licensed Counselor.
- 1.10.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
  - 1.10.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
  - 1.10.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
    - 1.10.6.2.1. A service with a lower Intensity ASAM Level of Care;
    - 1.10.6.2.2. A service with the next available higher intensity ASAM Level of Care;
    - 1.10.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
    - 1.10.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
  - 1.10.7.1. Pregnant women and individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
    - 1.10.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
    - 1.10.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:

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- 1.10.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
- 1.10.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
  - 1.10.7.1.2.2.1. 60-minute individual or group outpatient session per week;
  - 1.10.7.1.2.2.2. Recovery support services, as needed by the individual; and
  - 1.10.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.10.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.10.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.10.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.10.7.5. Individuals with Opioid Use Disorders.
- 1.10.7.6. Veterans with substance use disorders.
- 1.10.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.10.7.8. Individuals who require priority admission at the request of the Department.
- 1.10.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.10.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.

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- 1.10.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
  - 1.10.10.1. The Division for Children, Youth and Families (DCYF).
  - 1.10.10.2. Probation and parole programs.
  - 1.10.10.3. Doorways.
- 1.10.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.10.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.10.13. The Contractor shall not deny services to an adolescent due to:
  - 1.10.13.1. The parent's inability and/or unwillingness to pay the fee; or
  - 1.10.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.10.14. The Contractor shall provide services to eligible individuals who:
  - 1.10.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
  - 1.10.14.2. Have co-occurring mental health disorders; and/or
  - 1.10.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.10.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.10.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
  - 1.10.16.1. Kitchens.
  - 1.10.16.2. Group rooms.

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1.10.16.3. Recreation rooms and/or areas.

**1.11. Denial of Services**

1.11.1. The Contractor shall ensure individuals who are denied services:

1.11.1.1. Are informed of the reason for denial; and

1.11.1.2. Receive assistance with identifying an accessing appropriate available treatment.

1.11.2. The Contractor shall not deny services to any individual solely because the individual:

1.11.2.1. Previously left treatment against the advice of staff;

1.11.2.2. Relapsed from an earlier treatment;

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

1.11.2.4. Has been diagnosed with a mental health disorder.

**1.12. Waitlists**

1.12.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

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

**1.13. Assistance with Enrolling in Insurance Programs**

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

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

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

**1.14. Service Delivery Activities and Requirements**

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

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- 1.14.1.1. All policies and procedures are reviewed and revised, as necessary.
- 1.14.1.2. All staff providing services receive training on policies and procedures currently in place.
- 1.14.1.3. Maintenance of specific policies that include, but are not limited to:
  - 1.14.1.3.1. Client rights, grievance and appeals policies and procedures.
  - 1.14.1.3.2. Progressive discipline, leading to administrative discharge.
  - 1.14.1.3.3. Reporting and appealing staff grievances.
  - 1.14.1.3.4. Policies on client alcohol and other drug use while in treatment.
  - 1.14.1.3.5. Policies on client and employee smoking.
  - 1.14.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.
  - 1.14.1.3.7. Policies and procedures for holding a client's possessions.
  - 1.14.1.3.8. Secure storage of staff medications.
  - 1.14.1.3.9. A client medication policy.
  - 1.14.1.3.10. Urine specimen collection, as applicable, that:
    - 1.14.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
    - 1.14.1.3.10.2. Minimize falsification.
  - 1.14.1.3.11. Safety and emergency procedures on:
    - 1.14.1.3.11.1. Medical emergencies;
    - 1.14.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
    - 1.14.1.3.11.3. Reporting employee <sup>OS</sup> injuries;

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- 1.14.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
- 1.14.1.3.11.5. Emergency closings; and
- 1.14.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.14.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.14.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.14.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.14.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
  - 1.14.2.1. During initial contact.
  - 1.14.2.2. During screening.
  - 1.14.2.3. At intake.
  - 1.14.2.4. During admission.
  - 1.14.2.5. During on-going treatment services.
  - 1.14.2.6. At discharge.
- 1.14.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
  - 1.14.3.1. During initial contact.
  - 1.14.3.2. During screening.
  - 1.14.3.3. At intake.
  - 1.14.3.4. During admission.
  - 1.14.3.5. During on-going treatment services.
- 1.14.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:

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- 1.14.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
- 1.14.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
- 1.14.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
- 1.14.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.14.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
  - 1.14.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
    - 1.14.5.1.1. Specific with clearly defined action steps;
    - 1.14.5.1.2. Measurable with clear criteria for progress and completion;
    - 1.14.5.1.3. Attainable and within the individual's ability to achieve;
    - 1.14.5.1.4. Realistic while ensuring the resources are available to the individual; and
    - 1.14.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
  - 1.14.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
  - 1.14.5.3. Are updated based on changes in any ASAM domains and no less frequently than every four (4) sessions or every 30 days.

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weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:

- 1.14.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
- 1.14.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
- 1.14.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
- 1.14.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

1.14.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.

1.14.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:

- 1.14.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
- 1.14.6.2. Ensure providers include, but are not limited to:
  - 1.14.6.2.1. A primary care provider, as appropriate.
  - 1.14.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
  - 1.14.6.2.3. Medication assisted treatment provider, as appropriate.
  - 1.14.6.2.4. Peer recovery support provider, as appropriate.
- 1.14.6.3. Coordinate with local recovery community organizations, if available, in order to:

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- 1.14.6.3.1. Bring peer recovery support providers into the treatment setting;
- 1.14.6.3.2. Meet with individuals to describe available services; and
- 1.14.6.3.3. Engage individuals in peer recovery support services as applicable.
- 1.14.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.14.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
  - 1.14.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
  - 1.14.6.5.2. Probation and/or parole programs, as applicable
  - 1.14.6.5.3. The Doorways, as applicable.
- 1.14.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.14.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
  - 1.14.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
  - 1.14.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
    - 1.14.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
    - 1.14.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated

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in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or

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

1.14.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

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

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

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

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

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

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

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

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

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

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

1.14.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

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

1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.15. Individual and Group Education**

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

1.15.1.1. Hepatitis C Virus (HCV).

1.15.1.2. Human Immunodeficiency Virus (HIV).

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1.15.1.3. Sexually Transmitted Diseases (STD).

1.15.1.4. Tobacco Treatment Tools that include:

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

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

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

**1.16. Medication Services**

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

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

1.16.2.1. The client's name;

1.16.2.2. The medication name and strength;

1.16.2.3. The prescribed dose;

1.16.2.4. The route of administration;

1.16.2.5. The frequency of administration; and

1.16.2.6. The date ordered.

1.16.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.

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

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

1.16.4.1.1. Locked and accessible only to authorized personnel;

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- 1.16.4.1.2. Organized to allow correct identification of each client's medication(s);
- 1.16.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
- 1.16.4.1.4. Equipped to maintain medication at the proper temperature.
- 1.16.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
- 1.16.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.16.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.16.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
  - 1.16.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
  - 1.16.6.2. OTC medication is stored in accordance with medication storage requirements above; and
  - 1.16.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 1.16.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
  - 1.16.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
  - 1.16.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
  - 1.16.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.16.8. The Contractor shall document in an individual client medication log

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- 1.16.8.1. The medication name, strength, dose, frequency and route of administration;
- 1.16.8.2. The date and the time the medication was taken;
- 1.16.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
- 1.16.8.4. The reason for any medication refused or omitted.
- 1.16.9. The Contractor shall ensure upon a client's discharge that:
  - 1.16.9.1. The medication log is included in the client's record; and
  - 1.16.9.2. The client is provided with remaining medication to take with him or her

**1.17. Tobacco Free Environment**

- 1.17.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
  - 1.17.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
  - 1.17.1.2. Apply to employees, individuals and employee or individual visitors.
  - 1.17.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
  - 1.17.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
  - 1.17.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 1.17.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
    - 1.17.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
    - 1.17.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
    - 1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.

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

1.17.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.17.3. The Contractor shall ensure the tobacco free environment policy is:

1.17.3.1. Posted in the Contractor's facilities.

1.17.3.2. Posted in all Contractor vehicles.

1.17.3.3. Included in employee, individual, and visitor orientations.

1.17.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

**1.18. Staffing**

1.18.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

1.18.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:

1.18.2.1. Job title;

1.18.2.2. Physical requirements of the position;

1.18.2.3. Education and experience requirements of the position;

1.18.2.4. Duties of the position;

1.18.2.5. Positions supervised; and

1.18.2.6. Title of immediate supervisor.

1.18.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.18.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.

1.18.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.

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- 1.18.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
  - 1.18.3.3.1. Felony convictions in this or any other state;
  - 1.18.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
  - 1.18.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.18.4. The Contractor shall ensure all staff, including contracted staff:
  - 1.18.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 1.18.4.2. Do not exceed the criminal background standards established above;
  - 1.18.4.3. Are licensed, registered or certified as required by state statute and as applicable;
  - 1.18.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
    - 1.18.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 1.18.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
    - 1.18.4.4.3. Confidentiality requirements;
    - 1.18.4.4.4. Grievance procedures for both clients and staff;
    - 1.18.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
    - 1.18.4.4.6. Topics covered by both the administrative and personnel manuals;

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- 1.18.4.4.7. The Contractor's infection prevention program;
- 1.18.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.18.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.18.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.18.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.18.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.18.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
    - 1.18.5.1.1. The name of the examinee.
    - 1.18.5.1.2. The date of the examination.
    - 1.18.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
    - 1.18.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
    - 1.18.5.1.5. The dated signature of the licensed health practitioner.
  - 1.18.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 1.18.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to

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Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.

- 1.18.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.18.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.18.7.1. A completed application for employment or a resume, including:
    - 1.18.7.1.1. Identification data; and
    - 1.18.7.1.2. The education and work experience of the employee.
  - 1.18.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 1.18.7.2.1. Position title;
    - 1.18.7.2.2. Qualifications and experience; and
    - 1.18.7.2.3. Duties required by the position.
  - 1.18.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
  - 1.18.7.4. A signed and dated record of orientation.
  - 1.18.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
  - 1.18.7.6. Records of screening for communicable diseases results required above.
  - 1.18.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
  - 1.18.7.8. Documentation of annual in-service education.
  - 1.18.7.9. Information on the general content and length of all continuing education or educational programs attended.

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- 1.18.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.18.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.18.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.18.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 1.18.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
  - 1.18.7.11.4. Documentation of the criminal records check.
- 1.18.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
  - 1.18.8.1. A minimum of one (1) licensed supervisor, defined as:
    - 1.18.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
    - 1.18.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
    - 1.18.8.1.3. Licensed mental health provider.
  - 1.18.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
    - 1.18.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver

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any clinical or recovery support services within their scope of practice.

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

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

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

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

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

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

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

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- 1.18.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.18.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.18.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.18.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.18.14. The Contractor shall ensure supervision includes the following techniques:
  - 1.18.14.1. Review of case records;
  - 1.18.14.2. Observation of interactions with clients;
  - 1.18.14.3. Skill development; and
  - 1.18.14.4. Review of case management activities.
- 1.18.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.18.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.18.17. The Contractor shall provide training to staff on:
  - 1.18.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
  - 1.18.17.2. The 12 Core Functions;
  - 1.18.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.18.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

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- 1.18.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.18.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.18.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.18.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.18.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.18.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.18.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.18.22.1. A Department-approved ethics course;
  - 1.18.22.2. A Department-approved course on the 12 Core Functions;
  - 1.18.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.18.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.18.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.

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- 1.18.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.18.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
  - 1.18.25.1. The contract requirements.
  - 1.18.25.2. All policies and procedures provided by the Department.
- 1.18.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.18.26.1. Hepatitis C (HCV);
  - 1.18.26.2. Human immunodeficiency virus (HIV);
  - 1.18.26.3. Tuberculosis (TB); and
  - 1.18.26.4. Sexually transmitted diseases (STDs).

**1.19. Facilities License**

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

**1.20. Inspections**

- 1.20.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
  - 1.20.1.1. A reception area separate from living and treatment areas;
  - 1.20.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
  - 1.20.1.3. Secure storage of active and closed confidential client records; and

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- 1.20.1.4. Separate and secure storage of toxic substances.
- 1.20.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
  - 1.20.2.1. The facility premises;
  - 1.20.2.2. All programs and services provided under the contract; and
  - 1.20.2.3. Any records required by the contract.
- 1.20.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.20.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.
- 1.21. Web Information Technology System (WITS)
  - 1.21.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
  - 1.21.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
  - 1.21.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
    - 1.21.3.1. Is not entered into the WITS system; and
    - 1.21.3.2. Does not receive services described this contract.
    - 1.21.3.3. Is assisted with finding alternative payers for the required services.
  - 1.21.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.
- 1.22. Quality Improvement
  - 1.22.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
    - 1.22.1.1. Participating in electronic and in-person individual record reviews.
    - 1.22.1.2. Participating in site visits.

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- 1.22.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.22.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.22.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
  - 1.22.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.22.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.22.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.22.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.23. Client Discharge and Transfer
  - 1.23.1. The Contractor may discharge a client from a program due to:
    - 1.23.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
    - 1.23.1.2. The client terminates from the program due to:
      - 1.23.1.2.1. Administrative discharge;
      - 1.23.1.2.2. Non-compliance with the program;
      - 1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; and
      - 1.23.1.2.4. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized.
  - 1.23.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:

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- 1.23.2.1. The dates of admission and discharge or transfer.
- 1.23.2.2. The client's psychosocial substance abuse history and legal history.
- 1.23.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
- 1.23.2.4. The reason for discharge or transfer.
- 1.23.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
- 1.23.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.23.2.7. A continuing care plan, including all ASAM domains.
- 1.23.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.23.2.9. The dated signature of the counselor completing the summary.
- 1.23.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.23.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
  - 1.23.4.1. The discharge summary;
  - 1.23.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.23.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.23.4.3.1. TB test results;
    - 1.23.4.3.2. A record of the client's treatment history; and
    - 1.23.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.23.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:

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

**1.24. Client Rights**

**1.24.1. Notice of Client Rights**

- 1.24.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
  - 1.24.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
  - 1.24.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
  - 1.24.1.1.3. Notification of rights are documented in the client record.
  - 1.24.1.1.4. Posting the notices continuously and conspicuously;
  - 1.24.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

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

**1.25. Administrative Remedies**

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

- 1.25.1.1. Requiring a Contractor to submit a plan of correction (POC);
- 1.25.1.2. Imposing a directed POC upon a Contractor;
- 1.25.1.3. Suspension of a contract; or
- 1.25.1.4. Revocation of a contract.

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

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

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

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

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

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

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

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- 1.25.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
- 1.25.3.2.4. Specifies the date upon which the deficiencies will be corrected.
- 1.25.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.25.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.25.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.25.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.25.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.25.4.1. Reviewing materials submitted by the Contractor;
  - 1.25.4.2. Conducting a follow-up inspection; or
  - 1.25.4.3. Reviewing compliance during the next scheduled inspection.
- 1.25.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.25.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.25.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.25.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.25.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.25.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

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- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

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

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

**4. Performance Measures**

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

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- 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
  - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
  - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
  - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
  - 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
  - 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
  - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
  - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
  - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
  - 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
  - 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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Grafton County New Hampshire-Grafton County  
Department of Corrections and Alternative  
Sentencing

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

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

**5.3. Credits and Copyright Ownership**

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

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

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

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

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

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

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

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

**6. Records**

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

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

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

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

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

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

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after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

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

7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

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- 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
  - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
  - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
  - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
  - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
  - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
  - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days

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of notification that any provisions outlined in 7.3 have not been met.  
The corrective action plan shall include:

- 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
- 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
- 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
- 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.

7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:

- 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
- 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

**8. Contract Compliance Audits**

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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**Payment Terms**

1. Sources of Funding

1.1. This Agreement is funded by:

- 1.1.1. 40.513%, Federal Funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
- 1.1.2. 20.870%, General Funds; and
- 1.1.3. 38.617%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.

1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement. The Source(s) of Funding listed in Section 1.1 represent(s) the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.

2. For the purposes of this Agreement:

- 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
- 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

3. Non Reimbursement for Services

3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:

- 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
- 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
- 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.

3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

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- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:

3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
  - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
  - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
  - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 5. Calculating the Amount to Charge the Department Applicable to All Services

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- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
  - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.2. Second: Charge the client according to Section 7, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 7, Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.

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- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.

**6. Additional Billing Information: Intensive Case Management Services**

- 6.1. The Contractor shall charge for Intensive Case Management Services in accordance with Section 5 above for clients admitted to programs in accordance to Exhibit B, Scope of Services and only after billing other public and private insurance.
- 6.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.
- 6.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

**7. Sliding Fee Scale**

- 7.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 7.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%

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300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**8. Submitting Charges for Payment**

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 8.1.5. Submit separate batches for each billing month.

8.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

8.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

8.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

8.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



- 8.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 8.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 8.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 8.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 8.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 8.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 8.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**9. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**

- 9.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 9.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
  - 9.2.1. Make cash payments to intended recipients of substance abuse services.
  - 9.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



- 9.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 9.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 9.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
  - 9.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**10. Audits**

- 10.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
  - 10.1.1. 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.
  - 10.1.2. 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.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



- 
- 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 10.2. 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.
  - 10.3. 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.
  - 10.4. 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.
  - 10.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



**Exhibit C-1**

**Service Fee Table**

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

**Table A**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Individual Intensive Case Management	\$16.50	15 min
1.6.	Group Intensive Case Management	\$5.50	15 min



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials JS  
Date 11/18/2020

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

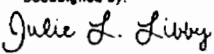
Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

11/18/2020

Date

DocuSigned by:  
  
 Name: JULIE L. Libby  
 Title: County Administrator



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:

11/18/2020

Date

DocuSigned by:

*Julie L. Libby*

Name: Julie L. Libby

Title: County Administrator

DS  
*JL*

Vendor Initials

11/18/2020

Date



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

*JLJ*



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

DS  
JLJ

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 F**

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

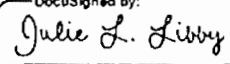
**LOWER TIER COVERED TRANSACTIONS**

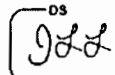
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/18/2020

Date

DocuSigned by:  
  
 Name: Julie L. Libby  
 Title: County Administrator

Contractor Initials   
 Date 11/18/2020



**New Hampshire Department of Health and Human Services  
Exhibit G**



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/18/2020

Date

DocuSigned by:

*Julie L. Libby*

Name: Julie L. Libby

Title: County Administrator

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

DS  
*JLL*

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/18/2020

Date

DocuSigned by:  
*Julie L. Libby*  
Name: Julie L. Libby  
Title: County Administrator

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials JLL

Date 11/18/2020



New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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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 PHI

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Date 11/18/2020



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
 The State by:  
*Katja Fox*  
 Signature of Authorized Representative  
 Katja Fox  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 11/19/2020  
 Date

Grafton County  
 Name of the Contractor  
*Julie L. Libby*  
 Signature of Authorized Representative  
 Julie L. Libby  
 Name of Authorized Representative  
 County Administrator  
 Title of Authorized Representative  
 11/18/2020  
 Date

Contractor Initials *JLL*

Date 11/18/2020



New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

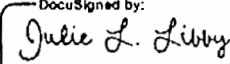
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/18/2020

Date

DocuSigned by:  
  
 Name: Julie L. Libby  
 Title: County Administrator



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: 081259830
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

## 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.).

**New Hampshire Department of Health and Human Services**

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**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



New Hampshire Department of Health and Human Services

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/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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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

Contractor Initials 

Date 11/18/2020

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Harbor Homes, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.21., Paragraph 1.21.4 to read:
  - 1.21.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, including:
    - 1.21.4.1. Individuals receiving BDAS-funded SUD treatment services,
    - 1.21.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.21.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.5 to read:
  - 1.21.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.6 to read:
  - 1.21.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title to read:
  - 5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5., Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1 Sample End User License

SS-2021-BDAS-04-SUBST-05-A01

Harbor Homes, Inc.

Contractor Initials:

DS  
PK

Agreement with the State of New Hampshire prior to such referencing or marketing.

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine.

6. Modify Exhibit C, Payment Terms, Section 14, Submitting Charges for Payment, Subsection 14.5 to read:
  - 14.5 The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder and/or Stimulant Use Disorder that are Medicaid coded for both residential and transitional living services.
7. Add Exhibit L, Amendment #1 Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/24/2021  
Date

DocuSigned by:  
*Katja Fox*  
Name: Katja Fox  
Title: Director

Harbor Homes, Inc.

5/24/2021  
Date

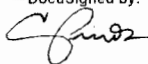
DocuSigned by:  
*Peter Kelleher*  
Name: Peter Kelleher  
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/25/2021

Date

DocuSigned by:  


Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

This End User License Agreement (“EULA”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned provider (“ELIGIBLE PROVIDER”) with the American Society of Addiction Medicine (“LICENSOR”) with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> (“LICENSEE”) with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement (“Agreement”) on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER’s public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR’s review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

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5/24/2021



**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_

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5/24/2021

# State of New Hampshire

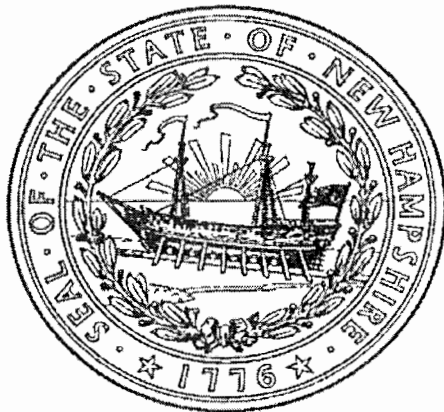
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARBOR HOMES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 15, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62778**

Certificate Number: **0005367816**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Joel Jaffe, Secretary, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Harbor Homes, Inc.  
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 21, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

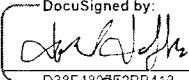
**VOTED:** That Peter Kelleher, President & CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Harbor Homes, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: May 21, 2021

DocuSigned by:  
  
D38F480CF2BB453  
Signature of Elected Officer

Name: Joel Jaffe  
Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C, No., Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com <b>FAX (A/C, No):</b>														
<b>INSURED</b> Harbor Care Harbor Homes, Inc. 77 Northeastern Boulevard Nashua NH 03062	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Eastern Alliance Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B : Selective Insurance Group Inc.</td> <td>14376</td> </tr> <tr> <td>INSURER C : AIX Specialty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D : Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Eastern Alliance Insurance Group		INSURER B : Selective Insurance Group Inc.	14376	INSURER C : AIX Specialty Insurance Co.		INSURER D : Philadelphia Insurance Company	23850	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : AIX Specialty Insurance Co.															
INSURER D : Philadelphia Insurance Company	23850														
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 68049354** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	S 2288207	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof (non-FTCA) \$ \$1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S 2288207	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		S 2288207	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	030000111752-02	11/26/2020	11/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		L1VA966006	7/1/2020	7/1/2021	Professional ("Gap") \$1,000,000
D	Management Liability		PHSD1457150	7/1/2020	7/1/2021	D&O \$1,000,000
B	Crime		S 2288207	7/1/2020	7/1/2021	Employee Dishonesty \$510,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Named Insureds:  
 Harbor Homes, Inc. - FID# 020351932  
 Harbor Homes II, Inc.  
 Harbor Homes III, Inc.  
 Harbor Homes, IV, Inc.  
 Harbor H0mes Claremont  
 Healthy at Homes, Inc. -FID# 043364080  
 Southern New Hampshire HIV/AIDS Task Force -FID# 020447280  
 See Attached...

<b>CERTIFICATE HOLDER</b>  New Hampshire DHHS 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: HARHO

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Care Harbor Homes, Inc. 77 Northeastern Boulevard Nashua NH 03062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Welcoming Light, Inc. -FID# 020481648  
 HH Ownership, Inc.  
 Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859  
 Boulder Point, LLC  
 SARC Housing Needs Board, Inc

77 Northeastern Blvd  
Nashua, NH 03062  
www.harborhomes.org



Phone: 603-882-3616  
603-881-8436  
Fax: 603-595-7414

*A Beacon for the Homeless for Over 30 Years*



## **Mission Statement**

*To create and provide quality residential, healthcare, and supportive services to individuals and families experiencing homelessness and/or living with behavioral health disorders.*

### **A member of the Partnership for Successful Living**

A collaboration of six affiliated not-for-profit organizations providing southern New Hampshire's most vulnerable community members with access to housing, health care, education, employment and supportive services.  
www.nhpartnership.org

• Harbor Homes • Healthy at Home • Keystone Hall • Milford Regional Counseling Services  
• Southern NH HIV/AIDS Task Force • Welcoming Light





Harbor Homes   Healthy at Home   Keystone Hall   HIV/AIDS Talk Force   Harbor Care  
Health & Wellness Center

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Consolidated Financial Statements  
And Supplementary Information  
For the Year Ended June 30, 2020

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Harbor Homes, Inc. and Affiliates d/b/a  
Harbor Care

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care, which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair

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Nashua, New Hampshire  
Manchester, New Hampshire  
Andover, Massachusetts  
Greenfield, Massachusetts  
Ellsworth, Maine



presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. d/b/a Harbor Care as of June 30, 2020, and the changes in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's fiscal year 2019 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated October 21, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

### **Other Matters**

#### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the



information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2020 on our consideration of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Harbor Homes, Inc. and Affiliates d/b/a Harbor Care's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Melanson".

Manchester, New Hampshire  
December 16, 2020

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Consolidated Statement of Financial Position  
June 30, 2020  
(with comparative totals as of June 30, 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
<b>ASSETS</b>				
Current Assets:				
Cash and cash equivalents	\$ 5,828,960	\$ 58,067	\$ 5,887,027	\$ 2,255,449
Restricted cash	1,128,413	-	1,128,413	1,193,792
Receivables, net	3,070,954	-	3,070,954	2,981,834
Patient receivables (FQHC), net	422,731	-	422,731	645,963
Inventory	124,281	-	124,281	116,413
Other assets	100,992	-	100,992	34,084
Total Current Assets	10,676,331	58,067	10,734,398	7,227,535
Noncurrent Assets:				
Investments	226,159	-	226,159	228,209
Property and equipment, net	32,836,963	-	32,836,963	34,363,395
Other assets	60,300	-	60,300	53,501
Total Noncurrent Assets	33,123,422	-	33,123,422	34,645,105
<b>TOTAL ASSETS</b>	<b>\$ 43,799,753</b>	<b>\$ 58,067</b>	<b>\$ 43,857,820</b>	<b>\$ 41,872,640</b>
<b>LIABILITIES AND NET ASSETS</b>				
Current Liabilities:				
Lines of credit	\$ 621,772	\$ -	\$ 621,772	\$ 1,068,271
Current portion of mortgages payable	627,482	-	627,482	560,466
Refundable advances	1,415,359	-	1,415,359	-
Accounts payable	1,193,386	-	1,193,386	2,116,306
Accrued payroll and related expenses	1,037,779	-	1,037,779	1,024,330
Other liabilities	348,849	-	348,849	913,916
Total Current Liabilities	5,244,627	-	5,244,627	5,683,289
Noncurrent Liabilities:				
Construction loan payable	-	-	-	3,235,875
Accrued payroll and related expenses	413,105	-	413,105	452,714
Mortgages payable, net of current portion	15,178,330	-	15,178,330	15,002,097
Mortgages payable, tax credits	487,553	-	487,553	528,793
Mortgages payable, deferred	10,093,496	-	10,093,496	9,890,996
Other liabilities	139,475	-	139,475	133,411
Total Noncurrent Liabilities	26,311,959	-	26,311,959	29,243,886
Total Liabilities	31,556,586	-	31,556,586	34,927,175
Net Assets:				
Without donor restrictions:				
Undesignated	12,242,926	-	12,242,926	6,705,159
Noncontrolling interest in Boulder Point, LLC (Note 15)	241	-	241	-
With donor restrictions:				
Purpose and time restricted	-	58,067	58,067	240,306
Total Net Assets	12,243,167	58,067	12,301,234	6,945,465
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 43,799,753</b>	<b>\$ 58,067</b>	<b>\$ 43,857,820</b>	<b>\$ 41,872,640</b>

The accompanying notes are an integral part of these financial statements.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

**Consolidated Statement of Activities  
For the Year Ended June 30, 2020  
(with comparative totals for the year ended June 30, 2019)**

	2020		2020 <u>Total</u>	2019 <u>Total</u>
	Without Donor Restrictions	With Donor Restrictions		
<b>SUPPORT AND REVENUE</b>				
Support:				
Grants:				
Federal	\$ 6,850,223	\$ -	\$ 6,850,223	\$ 5,637,874
State	11,822,020	-	11,822,020	14,107,741
Contributions	3,076,857	83,851	3,160,708	852,256
CARES Act grant (Note 11)	2,554,938	-	2,554,938	-
Special events:				
Exchange portion (value of benefit received)	-	-	-	-
Contribution portion	80,954	-	80,954	232,180
Less cost of special events	(57,204)	-	(57,204)	(88,234)
Net special events revenue	<u>23,750</u>	<u>-</u>	<u>23,750</u>	<u>143,946</u>
Total Support	<u>24,327,788</u>	<u>83,851</u>	<u>24,411,639</u>	<u>20,741,817</u>
Revenue:				
Patient services revenues (FQHC), net	6,176,974	-	6,176,974	5,404,995
Patient services revenues (other), net	7,517,922	-	7,517,922	7,690,923
Veterans Administration programs	2,181,057	-	2,181,057	2,416,766
Rental income, net				
Rental vouchers	1,837,613	-	1,837,613	1,405,600
Resident payments	1,085,688	-	1,085,688	761,722
Other	268,200	-	268,200	347,725
Contracted services	477,190	-	477,190	624,952
Management fees	-	-	-	23,450
Other	145,627	-	145,627	96,208
Total Revenue	<u>19,690,271</u>	<u>-</u>	<u>19,690,271</u>	<u>18,772,341</u>
Net Assets Released from Restrictions	<u>266,090</u>	<u>(266,090)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	<u>44,284,149</u>	<u>(182,239)</u>	<u>44,101,910</u>	<u>39,514,158</u>
<b>EXPENSES</b>				
Program services	32,520,642	-	32,520,642	34,131,359
Management and general	5,543,811	-	5,543,811	4,247,544
Fundraising and development	246,891	-	246,891	438,954
Total Expenses	<u>38,311,344</u>	<u>-</u>	<u>38,311,344</u>	<u>38,817,857</u>
Change in Net Assets From Operations	5,972,805	(182,239)	5,790,566	696,301
<b>NONOPERATING ACTIVITIES</b>				
Investment income (loss), net	(4,016)	-	(4,016)	12,540
Gain (loss) on disposal of fixed assets	1,290,317	-	1,290,317	689,174
Depreciation	(1,721,098)	-	(1,721,098)	(1,471,904)
Total Nonoperating Activities	<u>(434,797)</u>	<u>-</u>	<u>(434,797)</u>	<u>(770,190)</u>
CHANGE IN NET ASSETS	5,538,008	(182,239)	5,355,769	(73,889)
NET ASSETS, BEGINNING OF YEAR	<u>6,705,159</u>	<u>240,306</u>	<u>6,945,465</u>	<u>7,019,354</u>
NET ASSETS, END OF YEAR	<u>\$ 12,243,167</u>	<u>\$ 58,067</u>	<u>\$ 12,301,234</u>	<u>\$ 6,945,465</u>

The accompanying notes are an integral part of these financial statements.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Consolidated Statement of Functional Expenses  
For the Year Ended June 30, 2020  
(with comparative totals for the year ended June 30, 2019)

	2020			2020	2019
	Program Services	Management and General	Fundraising and Development	Total	Total
Expenses:					
Personnel expenses:					
Salaries and wages	\$ 14,573,889	\$ 3,437,841	\$ 183,034	\$ 18,194,764	\$ 17,537,662
Employee benefits	1,808,852	491,673	13,937	2,314,462	2,452,426
Payroll taxes	1,098,136	230,315	13,947	1,342,398	1,400,021
Retirement contributions	382,747	287,696	2,200	672,643	517,158
Client services:					
Rental assistance	3,407,944	-	-	3,407,944	6,041,859
Insurance assistance	1,124,657	-	-	1,124,657	996,870
Food and nutrition services	217,051	-	-	217,051	249,821
Counseling and support services	24,015	-	-	24,015	11,923
Other client assistance	415,280	-	-	415,280	381,170
Professional services:					
Contracted services	3,336,616	14,110	5,500	3,356,226	2,247,838
Legal fees	111,198	192,660	-	303,858	132,753
Professional fees	84,293	67,967	2,065	154,325	146,308
Accounting fees	2,121	147,318	-	149,439	125,510
Advertising and promotion	52,944	7,786	1,512	62,242	62,788
Conferences, conventions, and meetings	179,123	1,611	469	181,203	273,017
Grants and donations	569,166	9,431	-	578,597	471,099
Information technology	320,466	190,204	1,197	511,867	479,718
Insurance	169,473	10,448	121	180,042	161,287
Interest expense	825,147	74,469	-	899,616	919,036
Miscellaneous	76,469	75,467	2,112	154,048	191,840
Occupancy	1,132,914	164,965	7,679	1,305,558	1,255,286
Office expenses	422,281	112,051	10,598	544,930	553,016
Supplies	1,967,402	21,240	1,928	1,990,570	1,935,680
Travel	218,458	6,559	592	225,609	273,771
Total Functional Expenses	<u>\$ 32,520,642</u>	<u>\$ 5,543,811</u>	<u>\$ 246,891</u>	<u>\$ 38,311,344</u>	<u>\$ 38,817,857</u>

The accompanying notes are an integral part of these financial statements.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Consolidated Statement of Cash Flows  
For the Year Ended June 30, 2020  
(with comparative totals for the year ended June 30, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 5,355,769	\$ (73,889)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	1,721,098	1,471,904
Amortization of tax credit liability	(69,640)	(21,044)
Unrealized gain on investments	2,050	(10,802)
Gain on disposal of fixed assets	(1,290,317)	(689,174)
Inclusion of new entity in consolidated statements	-	49,811
Changes in operating assets and liabilities:		
Receivables	(89,120)	(921,415)
Patient receivables	223,232	655,085
Inventory	(7,868)	6,665
Other assets	(73,707)	(24,306)
Accounts payable	(922,920)	1,250,916
Accrued payroll and related expenses	(26,160)	343,336
Other liabilities	(559,003)	-
Refundable advance	1,415,359	-
Net Cash Provided by Operating Activities	<u>5,678,773</u>	<u>2,037,087</u>
Cash Flows From Investing Activities:		
Purchase of fixed assets	(581,202)	(438,091)
Proceeds from sale of fixed assets	<u>1,676,853</u>	<u>1,309,000</u>
Net Cash Provided by Investing Activities	1,095,651	870,909
Cash Flows From Financing Activities:		
Borrowings from lines of credit	5,089,856	8,808,099
Payments on lines of credit	(5,536,355)	(9,025,251)
Proceeds from short-term borrowings	-	400,000
Payments on short-term borrowings	-	(400,000)
Proceeds from deferred mortgages	202,500	-
Proceeds from tax credits	128,400	-
Proceeds from long-term borrowings	98,913	-
Payments on long-term borrowings	<u>(3,191,539)</u>	<u>(818,506)</u>
Net Cash Used by Financing Activities	<u>(3,208,225)</u>	<u>(1,035,658)</u>
Net Change	3,566,199	1,872,338
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>3,449,241</u>	<u>1,576,903</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 7,015,440</u>	<u>\$ 3,449,241</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 899,616</u>	<u>\$ 919,036</u>
Non-cash financing activities - debt financed fixed assets	<u>\$ -</u>	<u>\$ 4,947,262</u>
Non-cash financing activities - construction loan refinance	<u>\$ 2,226,890</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Notes to Consolidated Financial Statements  
For the Year Ended June 30, 2020

**1. Organization**

Harbor Homes, Inc. is the largest entity included in a collaboration of independent nonprofit organizations, sharing a common volunteer Board of Directors, President/CEO, and management team, that creates an innovative network to help New Hampshire families and individuals solve many of life's most challenging issues. Known collectively as "Harbor Care (formerly the Partnership for Successful Living)", the collaboration is an efficient and innovative approach to providing services to over 5,000 New Hampshire community members each year. This holistic approach recognizes that individuality, dignity, good health and wellness, self-respect, and a safe place to live are key to a person's ability to contribute to society.

While each nonprofit organization in the collaboration is a separate legal entity with its own 501(c)(3) public charity status, mission, budget, and staff, they share back-end resources whenever it is efficient to do so, and collaborate on service delivery when it leads to better client outcomes. Additionally, whenever expertise in a particular area is needed by one organization, if another has access to that, it is shared. This reduces the overall administrative costs of each organization, and ensures that more of every philanthropic dollar received goes directly to client care. 81% of total annual expenses are for providing care and services.

Most importantly, by sharing resources and working as one, the collaboration is able to coordinate and better deliver a comprehensive array of interventions designed to empower individuals and families and ultimately build a stronger community. Outcomes are enhanced through this model.

The members of the collaboration, and organizations included in these consolidated financial statements, include the following related entities. All significant inter-entity transactions have been eliminated. Unless otherwise noted, the entities included in these consolidated financial statements are hereinafter referred to collectively as the "Organization".

***Harbor Homes, Inc. – Housing and Healthcare***

Consists of Harbor Homes, Inc. and Harbor Homes Plymouth, LLC.

***Harbor Homes, Inc. – Housing and Healthcare***

Has provided supports for New Hampshire's most vulnerable citizens since 1982. It has grown from a single group home for individuals who were de-institutionalized, into a full continuum of housing, healthcare, and supportive services for communities facing low-incomes, homelessness, and disability. Housing programs provide housing for 2,000



individuals annually, and its Federally Qualified Health Center for the Homeless provides affordable healthcare to more than 3,000. In Greater Nashua over the past decade, Harbor Homes has effectively ended homelessness for veterans and for persons living with HIV/AIDS, and has decreased chronic and unsheltered homelessness substantially. Harbor Homes is on the front lines of Nashua's opioid crisis; its extensive services have reduced overdose deaths markedly.

***Harbor Homes Plymouth, LLC – Housing Project Management***

A single-member New Hampshire Limited Liability Company that developed and manages Boulder Point, LLC, a permanent supportive housing facility in Plymouth, New Hampshire for up to 30 low income/homeless veteran households. Harbor Homes, Inc. is the sole member and the manager of Harbor Homes Plymouth, LLC. The entity does not directly serve clients.

***Boulder Point, LLC – Housing Project Development***

A New Hampshire Limited Liability Company, whose purpose is to acquire, own, develop, construct and/or rehabilitate, manage, and operate a veterans housing project in Plymouth, New Hampshire. Harbor Homes Plymouth, LLC is a 0.01% investor member and the manager member. The entity does not directly serve clients.

***Welcoming Light, Inc., Harbor Homes II, Inc., Harbor Homes III, Inc., and HH Ownership, Inc. – Housing Programs and Ownership***

These four nonprofits provide residential services to the elderly and/or low-income individuals experiencing a chronic behavioral issues or disability, and were created by Harbor Homes, Inc.'s Board of Directors in response to federal regulations. Combined, these entities serve approximately 35 individuals annually.

***Greater Nashua Council on Alcoholism d/b/a Keystone Hall – Substance Misuse Treatment***

Keystone Hall is Greater Nashua's only comprehensive substance use disorder treatment center. Every year, it catalyzes change in 800 individuals, including those experiencing homelessness, those without adequate insurance, and pregnant and parenting women. No one is denied treatment due to an inability to pay; most clients pay nothing for services. While in residential treatment clients have all basic needs met, including food, transportation, clothing, and integrated healthcare through Harbor Care. Substance use disorder treatment services are evidence-based, gender-specific, and culturally competent, and include residential (with a specific program for pregnant and parenting women and their children), outpatient, intensive outpatient, and drug court services.

***Healthy at Home, Inc. – In-Home Health Care***

A Medicare-certified home health agency, Healthy at Home helps clients address physical and behavioral health challenges to live full, happy lives at home by providing consistent, compassionate care and daily-living assistance. Healthy at Home works hard

to serve clients, regardless of financial barriers. Many of its 250 clients are among the hardest to serve, as their insurance may not fully cover incurred expenses. Ultimately, services keep clients in their own homes, and out of hospitals, institutions, or nursing homes. Staff provide skilled nursing, physical therapy, occupational therapy, speech therapy, homemaking services, respite care, and Alzheimer's care and dementia care.

***SARC (Salem Association for Retarded Citizens) Housing Needs Board, Inc. – Housing Programs And Ownership***

SARC operates a permanent supportive housing facility (Woodview Commons) in Salem, New Hampshire for individuals with developmental or behavioral health issues. Harbor Homes, Inc.'s Board of Directors took over responsibility for this entity in fiscal year 2019. SARC serves 8 individuals annually.

***Southern New Hampshire HIV/Aids Task Force, Inc. (the Task Force) – HIV/AIDS Services***

A leader in HIV/AIDS services in New Hampshire that provides quality, holistic services to those with HIV/AIDS. All 200 clients are low-income, and they may face homelessness, mental illness, and substance use disorder. Outcomes are exemplary. Whereas viral suppression rate among individuals with HIV/AIDS is 45% nationally, more than 90% of the Task Force's clients are routinely virally suppressed. In partnership with its Harbor Care affiliates, the Task Force ensures that no individual with HIV or AIDS lives in homelessness in Greater Nashua. The Task Force operates in Greater Nashua and Keene, and is the State of New Hampshire's sole contractor among AIDS Service Organizations for supportive services, subcontracting to other New Hampshire AIDS Service Organizations statewide. To counter the public health risks of the opioid crisis, the Task Force initiated the Syringe Services program of the Nashua Area in 2017.

## **2. Summary of Significant Accounting Policies**

***Change in Accounting Principle***

***ASU 2014-09 and ASU 2018-08 Revenue Recognition***

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09 - *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these consolidated financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited consolidated financial statements (presented in these consolidated financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

#### *ASU 2016-01 Equity Investments*

In fiscal year 2020, the Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. The adoption of this ASU did not have a significant impact on the consolidated financial statements.

#### *ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement*

In fiscal year 2020, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the consolidated financial statements.

#### **Comparative Financial Information**

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2019, from which the summarized information was derived.

#### **Cash and Cash Equivalents**

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

#### **Accounts Receivable**

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

#### **Contributions Receivable**

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the

assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable. Management has determined that no allowance is necessary.

***Grants Receivable***

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

***Patient Receivables***

Patient receivables relate to health care services provided by the Organization's Federally Qualified Health Care Center (FQHC). Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in Medicare and Medicaid health care coverage, and other indicators.

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections.

***Inventory***

Inventory is comprised primarily of pharmacy items, and is stated at the lower of cost or net realizable value determined by the first-in, first-out method. No allowance has been provided as management believes none of the inventory is obsolete.

### ***Investments***

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment income/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

### ***Property and Equipment***

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2020 or 2019.

### ***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions.

#### ***Net Assets Without Donor Restrictions***

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

#### ***Net Assets with Donor Restrictions***

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

### ***Revenue and Revenue Recognition***

#### ***Support***

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions on which they depend have been met.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Consolidated Statement of Financial Position.

The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

#### ***Revenue***

The performance obligation of delivering patient services is simultaneously received and consumed by patients when services are provided, therefore the Organization recognizes patient services revenues when the services are provided. Patient services revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments. The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue.

The Organization recognizes revenue from Veterans Administration programs based on units of service as services are provided. Revenue related to rental income, including rental vouchers, resident payments, and other related costs is recognized when the performance obligation of providing the space and related costs is satisfied. Revenues derived from providing contracted services are recognized as the services are provided to the recipients. All revenue paid in advance is deferred to the period to which it relates or when the underlying event or rental takes place.

### ***Donated Services and In-Kind Contributions***

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use. No significant contributions of such goods or services were received during the years ended June 30, 2020 and 2019, respectively.

### ***Advertising Costs***

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### ***Measure of Operations***

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services. Non-operating activities are limited to resources outside of those programs and services and are comprised of investment income, non-recurring gains and losses on sales and dispositions, and depreciation.

### ***Income Taxes***

The entities included in these consolidated financial statements (with the exception of Harbor Homes Plymouth, LLC and Boulder Point, LLC) have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for charitable contribution deductions, and have been determined not to be

private foundations. A Return of Organization Exempt from Income Tax (Form 990), is required to be filed with the IRS for each entity. In addition, net income that is derived from business activities that are unrelated to an entity's exempt purpose is subject to income tax. In fiscal year 2020, Harbor Homes, Inc. was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Harbor Homes Plymouth, LLC is a single-member, New Hampshire Limited Liability Company, with Harbor Homes, Inc. as its sole member. Harbor Homes Plymouth, LLC has elected to be treated as a corporation.

Boulder Point, LLC is a New Hampshire Limited Liability Company and has elected to be treated as a partnership.

### ***Estimates***

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of the Organization's mission. Investments are monitored regularly by the Organization.

### ***Fair Value Measurements and Disclosures***

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:



*Level 1* – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

*Level 2* – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

*Level 3* – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

### ***New Accounting Standards to be Adopted in the Future***

#### *Leases*

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

#### *Credit Losses*

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the fiscal year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

*Contributed Nonfinancial Assets*

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Consolidated Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

**3. Liquidity and Availability**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at June 30, 2020 and 2019:

Financial assets as year end:	2020	2019
Cash and cash equivalents	\$ 5,887,027	\$ 2,255,449
Restricted cash	1,128,413	1,193,792
Receivables	3,493,685	3,627,797
Investments	226,159	228,209
Total financial assets	<u>10,735,284</u>	<u>7,305,247</u>
Less amounts not available to be used within one year:		
Restricted cash	1,128,413	1,193,792
Investments	226,159	228,209
	<u>1,354,572</u>	<u>1,422,001</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 9,380,712</u>	<u>\$ 5,883,246</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates sufficient revenue to cover general expenditures not covered by donor-restricted resources. As part of its liquidity management plan, the Organization also has several revolving credit lines available to meet cash flow needs.

#### 4. Restricted Cash

Restricted cash consists of accounts which are restricted for various purposes, and are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Construction escrows	\$ 35,005	\$ 471,769
Reserve for replacements*	965,745	619,194
Residual receipt deposits*	46,190	43,224
Security deposits	<u>81,473</u>	<u>59,605</u>
Total	<u>\$ 1,128,413</u>	<u>\$ 1,193,792</u>

\*Required by the Department of Housing and Urban Development.

#### 5. Receivables

Receivables consist of the following at June 30, 2020 and 2019:

	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 2,319,925	\$ -	\$ 2,319,925	\$ 1,798,715	\$ -	\$ 1,798,715
Medicaid/Medicare	779,277	(130,068)	649,209	731,267	(55,043)	676,224
Residents and patients	130,018	(38,178)	91,840	288,680	(51,849)	236,831
Security deposits	2,247	-	2,247	1,428	-	1,428
Other	<u>7,733</u>	<u>-</u>	<u>7,733</u>	<u>271,506</u>	<u>(2,870)</u>	<u>268,636</u>
Total	<u>\$ 3,239,200</u>	<u>\$ (168,246)</u>	<u>\$ 3,070,954</u>	<u>\$ 3,091,596</u>	<u>\$ (109,762)</u>	<u>\$ 2,981,834</u>

#### 6. Patient Receivables (FQHC)

Patient receivables, related to the Organization's Federally Qualified Health Care Center (FQHC), consist of the following at June 30, 2020 and 2019:

	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid/Medicare	\$ 254,755	\$ (2,867)	\$ 251,888	\$ 233,671	\$ (28,884)	\$ 204,787
Other	280,894	(110,051)	170,843	561,134	(119,958)	441,176
Total	<u>\$ 535,649</u>	<u>\$ (112,918)</u>	<u>\$ 422,731</u>	<u>\$ 794,805</u>	<u>\$ (148,842)</u>	<u>\$ 645,963</u>

## 7. Investments

Investments are stated at fair value and consist of the following at June 30, 2020 and 2019:

	2020		
	Fair Value	Level 1	Level 3
Equities	\$ 25,910	\$ 25,910	\$ -
Beneficial interest	175,512	-	175,512
Charitable annuity	<u>24,737</u>	<u>-</u>	<u>24,737</u>
Total	\$ <u>226,159</u>	\$ <u>25,910</u>	\$ <u>200,249</u>
	2019		
	Fair Value	Level 1	Level 3
Equities	\$ 26,530	\$ 26,530	\$ -
Beneficial interest	177,003	-	177,003
Charitable annuity	<u>24,676</u>	<u>-</u>	<u>24,676</u>
Total	\$ <u>228,209</u>	\$ <u>26,530</u>	\$ <u>201,679</u>

## 8. Property and Equipment

Property and equipment is comprised of the following at June 30, 2020 and 2019:

	2020	2019
Land	\$ 4,194,626	\$ 4,327,743
Land improvements	788,229	54,944
Buildings	31,974,586	27,337,257
Building improvements	7,147,668	7,171,172
Software	883,740	1,075,408
Vehicles	454,477	404,192
Furniture, fixtures, and equipment	769,131	759,036
Medical and dental equipment	236,976	236,976
Leasehold improvements	7,542	7,542
Construction in progress	<u>-</u>	<u>6,048,375</u>
Subtotal	46,456,975	47,422,645
Less accumulated depreciation	<u>(13,620,012)</u>	<u>(13,059,250)</u>
Total	\$ <u>32,836,963</u>	\$ <u>34,363,395</u>

Depreciation expense totaled \$1,721,098 and \$1,471,904 for the years ended June 30, 2020 and 2019, respectively.

## 9. Accrued Payroll and Related Liabilities

Accrued payroll and related liabilities at June 30, 2020 and 2019 include the following:

	2020			2019		
	Current	Long-Term		Current	Long-Term	Total
Compensated absences	\$ 137,701	\$ 413,105	\$ 550,806	\$ 224,387	\$ 452,714	\$ 677,101
Payroll and related liabilities	900,078	-	900,078	799,943	-	799,943
Total	\$ 1,037,779	\$ 413,105	\$ 1,450,884	\$ 1,024,330	\$ 452,714	\$ 1,477,044

## 10. Lines of Credit

At June 30, 2020, the Organization had the following lines of credit available:

### ***Harbor Homes, Inc.***

\$1,600,000 of credit available from TD Bank, N. A. due January 28, 2021, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily. As of June 30, 2020, the credit line had an outstanding balance of \$621,772 at an interest rate of 6.50%. As a result of the lack of clear guidance on the inclusion of Paycheck Protection Program loans in the debt covenant calculations, the bank has opted to issue a waiver in the interim. The Organization believes that once clarification is received with respect to the treatment of Paycheck Protection Program loans in the debt covenant calculation that it will be in compliance with all covenant requirements.

### ***Harbor Homes, Inc.***

\$500,000 line of credit available from TD Bank, N. A. due January 31, 2021, secured by all business assets, fully paid and closed at June 30, 2020. Prior to closing, the Organization was required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily (6.50% at June 30, 2020). As a result of the lack of clear guidance on the inclusion of Paycheck Protection Program loans in the debt covenant calculations, the bank has opted to issue a waiver in the interim. The Organization believes that once clarification is received with respect to the treatment of Paycheck Protection Program loans in the debt covenant calculation that it will be in compliance with all covenant requirements.

### ***Greater Nashua Council on Alcoholism***

\$750,000 line of credit available from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2020) to Merrimack County Savings Bank. As of June 30, 2020, the credit line had an outstanding balance of \$0. Debt covenant requirements have been met in fiscal year 2020.

***Healthy at Home, Inc.***

\$250,000 of credit available from TD Bank, N. A., due January 31, 2021, secured by all business assets, fully paid and closed at June 30, 2020. Prior to closing, the interest rate was the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2020). Debt covenant requirements were met during fiscal year 2020.

**11. CARES Act Refundable Advance**

In April 2020, the Organization received \$3,820,397 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loans and accrued interest may be forgiven after eight weeks for awards to Greater Nashua Council on Alcoholism and Healthy at Home or twenty-four weeks for awards to Harbor Homes, Inc. and Southern New Hampshire HIV/AIDS Task Force providing the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries during the eight week period.

Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1% with deferral of payments for the first ten months. The Organization believes that at June 30, 2020 a majority of the proceeds had been used for purposes consistent with the PPP requirements. Further, it is expected that the remaining proceeds will be used for purposes consistent with PPP requirements in fiscal year 2021 however, while the Organization believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, the Organization cannot guarantee that the loan will be forgiven, in whole or in part. In accordance with Generally Accepted Accounting Principles, the Organization has recognized \$2,554,938 of the PPP loan as revenue as a result of qualifying expenses incurred in fiscal year 2020. The remaining balance of the PPP loan, in the amount of \$1,265,459 is reflected as a refundable advance in the Consolidated Statement of Financial Position.

In June 2020, the Harbor Homes, Inc. entered into an Economic Injury Disaster Loan (EIDL) with the U.S. Small Business Administration (SBA) in the amount of \$149,900. Proceeds are to be used to alleviate economic injury caused by the disaster. Monthly payments of \$641, including principal and interest at 2.75%, will begin in June 2021.

## 12. Mortgages Payable

Mortgages payable as of June 30, 2020 consisted of the following:

Principal Balance	Payment Amount	Payment Frequency	Interest Rate	Maturity	Property/Security
\$ 3,480,404	\$ 19,635	Monthly	4.00%	09/15/42	615 Amherst Street in Nashua, NH
3,333,962	-	Interest only	4.38%	10/15/29	75-77 Northeastern Boulevard in Nashua, NH
1,110,847	7,879	Monthly	6.77%	12/05/33	335 Somerville Street in Manchester, NH
1,215,175	-	Interest only	5.00%	09/15/29	75-77 Northeastern Boulevard in Nashua, NH
1,070,491	6,193	Monthly	4.57%	12/05/33	335 Somerville Street in Manchester, NH
999,606	7,768	Monthly	7.05%	10/01/40	59 Factory Street in Nashua, NH
745,728	4,855	Monthly	6.73%	03/03/26	Boulder Point Dr., Plymouth, NH
593,725	5,126	Monthly	6.97%	12/12/36	46 Spring Street in Nashua, NH
523,824	5,324	Monthly	4.38%	08/12/30	45 High Street in Nashua, NH
542,511	3,996	Monthly	4.75%	12/12/36	46 Spring Street in Nashua, NH
419,935	2,692	Monthly	4.75%	10/01/40	59 Factory Street in Nashua, NH
376,763	2,040	Monthly	5.00%	03/03/26	Boulder Point Dr., Plymouth, NH
311,295	5,276	Monthly	9.25% (1)	12/01/26	Allds Street in Nashua, NH
219,768	3,369	Monthly	9.25% (1)	01/01/28	Chestnut Street in Nashua, NH
232,193	1,425	Monthly	4.75%	04/06/42	99 Chestnut Street in Nashua, NH
201,811	1,731	Monthly	7.00% (1)	09/28/36	7 Trinity Street in Claremont, NH
150,716	3,184	Monthly	9.25% (1)	05/01/25	North Main St and Grove St in Antrim, NH
84,590	3,419	Monthly	1.00%	04/05/22	Mobile van
81,759	3,419	Monthly	1.00%	03/05/22	615 Amherst Street in Nashua, NH
76,749	2,543	Monthly	9.25% (1)	04/01/23	Salem, NH property
55,988	2,385	Monthly	9.25% (1)	08/01/22	3 Winter Street in Nashua, NH
<u>41,484</u>	299	Monthly	3.89%	10/01/35	59 Factory Street in Nashua, NH
\$ 15,869,324		Subtotal			
	(63,512)	Debt issuance costs			
	<u>(627,482)</u>	Payments due in the next fiscal year			
\$ <u>15,178,330</u>		Mortgages payable, net of current portion and unamortized debt issuance costs			

(1) HUD issued and backed.

Future maturities are as follows:

Year	Amount
2021	\$ 627,482
2022	628,889
2023	560,367
2024	561,152
2025	590,505
Thereafter	<u>12,900,929</u>
Total	\$ <u>15,869,324</u>

### 13. Mortgages Payable, Tax Credits

Mortgages payable, tax credits consist of mortgages held by the Community Development Finance Authority through the Community Development Investment Program, through the sale of tax credits to donor organizations. At June 30, 2020, these tax credits totaled \$487,553. The tax credits self-amortize over the mortgage term.

### 14. Mortgages Payable, Deferred

The Organization has deferred mortgages outstanding, secured by real property, totaling \$10,093,496 and \$9,890,996 at June 30, 2020 and 2019, respectively. These loans are interest free, and are not required to be repaid unless the Organization is in default with the terms of the loan agreements or, for certain loans, if an operating surplus occurs within that program. The deferred loans are subordinate to any non-deferred loan on the related property.

Deferred mortgages payable at June 30, 2020 and 2019 are as follows:

	<u>2020</u>		<u>2019</u>
City of Manchester:			
Somerville Street property	\$ <u>300,000</u>		\$ <u>300,000</u>
Total City of Manchester	300,000		300,000
City of Nashua:			
Factory Street property	580,000		580,000
Spring Street property	491,000		491,000
Strawberry Bank condominiums	80,000		80,000
High Street fire system	<u>65,000</u>		<u>65,000</u>
Total City of Nashua	1,216,000		1,216,000
Department of Housing and Urban Development:			
Strawberry Bank condominiums	<u>436,400</u>		<u>436,400</u>
Total Department of Housing and Urban Development	436,400		436,400
Federal Home Loan Bank (FHLB):			
Boulder Point property	500,000		500,000
Factory Street property	400,000		400,000
Somerville Street property	400,000		400,000
Spring Street property	398,747		398,747
Amherst Street property	<u>385,000</u>		<u>385,000</u>
Total FHLB	2,083,747 (1)		2,083,747 (1)
NHHFA:			
Boulder Point property	2,025,000		1,822,500
Amherst Street property	1,500,000		1,500,000
Factory Street property	982,349		982,349
Spring Street property	550,000		550,000
Somerville Street property	<u>1,000,000</u>		<u>1,000,000</u>
Total NHHFA	6,057,349 (2)		5,854,849 (2)
Total Mortgages Payable, Deferred	\$ <u>10,093,496</u>		\$ <u>9,890,996</u>

(1) Will be automatically forgiven at the end of the term.

(2) Non-recourse.



### 15. Changes in Net Assets Without Donor Restrictions Attributable to Noncontrolling Interest in Boulder Point LLC

Net assets without donor restrictions reported in the consolidated financial statements include both the controlling and noncontrolling interests in Boulder Point, LLC. At June 30, 2020 Harbor Homes, Inc. was the sole member of Harbor Homes Plymouth, LLC. who had a 0.01% investment in, and controlling interest as the managing member of Boulder Point, LLC. Changes in consolidated net assets without donor restrictions attributable to Boulder Point, LLC. are as follows for the year ended June 30, 2020:

	Boulder Point, LLC		
	Noncontrolling Interest (0.01%)	Controlling Interest (99.99%)	Total
Beginning of year	\$ (1)	\$ (12,190)	\$ (12,191)
Capital contribution	270	2,698,855	2,699,125
Change in net assets*	<u>(28)</u>	<u>(275,537)</u>	<u>(275,565)</u>
End of year	<u>\$ 241</u>	<u>\$ 2,411,128</u>	<u>\$ 2,411,369</u>

\*Change in net asset above excludes capital contributions included in the Consolidated Statement of Activities (reported as contributions).

### 16. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following at June 30, 2020 and 2019:

<u>Purpose</u>	<u>2020</u>	<u>2019</u>
Capital improvements	\$ -	\$ 25,000
Client services	7,070	18,122
Dental	15,000	12,500
Housing	18,500	125,000
Miscellaneous	15,564	32,700
Special events	<u>1,933</u>	<u>26,984</u>
Total	<u>\$ 58,067</u>	<u>\$ 240,306</u>

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

## 17. Patient Services Revenue (FQHC)

The Organization recognizes patient services revenue associated with services provided through its FQHC to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. Charity care services are computed using a sliding fee scale based on patient income and family size. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is anticipated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines, but may charge a nominal copay. If the patient is unable to pay the copay, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Patient services revenue (FQHC), net of provision for bad debts and contractual allowances and discounts, consists of the following for fiscal years 2020 and 2019:

	2020			2019	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 4,624,317	\$ (573,287)	\$ -	\$ 4,051,030	\$ 3,058,594
Medicare	2,655,216	(978,969)	-	1,676,247	1,544,433
Third-party	1,033,535	(507,773)	-	525,762	766,989
Sliding fee/free care	339,771	-	(300,446)	39,325	125,576
Self-pay	136,823	-	(8,333)	128,490	177,869
Subtotal	<u>\$ 8,789,662</u>	<u>\$ (2,060,029)</u>	<u>\$ (308,779)</u>	6,420,854	5,673,461
Provision for bad debts				<u>(243,880)</u>	<u>(268,466)</u>
Total				<u>\$ 6,176,974</u>	<u>\$ 5,404,995</u>

## 18. Grants

The Organization has been awarded cost-reimbursable grants of \$272,469 that have not been recognized at June 30, 2020 because qualifying expenditures have not yet been

incurred. No amounts have been received in advance, and accordingly no amounts are reported in the Consolidated Statement of Financial Position as a refundable advance.

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

## **19. Functionalized Expenses**

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, those expenses require allocation on a reasonable basis that is consistently applied. The majority of expenses are direct costs that are charged to the applicable cost center, program, grant, and/or function. Costs that are not directly related to a cost center, program, grant, and/or function, or allocated as noted below, are accumulated into an indirect cost pool and charged using direct salaries, wages, and benefits as the allocation base. Certain individual cost elements are charged on a direct allocation basis, as follows:

### ***Salaries, Wages, and Benefits***

Except for certain key members of management, employees charge their time directly to specific grants, contracts, or other activities. Charges are supported by labor distribution reports and timesheet records, which reflect the actual activities under each. Fringe benefits include unemployment insurance, workers' compensation, FICA, health insurance, dental insurance, short-term and long-term disability, and matching retirement contributions. Benefits are also directly charged, using a methodology similar to that used for salaries and wages.

### ***Occupancy Costs***

Occupancy costs are allocated as follows:

- Interest on debt-financed property is allocated based on the purpose/use of the property.
- Rent is allocated based on square footage.
- Utilities are charged based on the purpose/use of the property.
- Depreciation is allocated based on the purpose/use of the property.

## **20. Deferred Compensation Plan**

The Organization had a 401(k) retirement plan to qualifying employees. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2020 and 2019 were \$672,643 and \$463,822, respectively.

The Organization also maintains a deferred compensation plan for certain directors (the SA Plan). The deferred compensation liability under the SA Plan was \$59,700 and \$44,400 at June 30, 2020 and June 30, 2019, respectively, and is recorded as a long-term liability. This liability is offset by a corresponding long-term asset.

## **21. Concentration of Risk**

A material portion of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization.

## **22. Commitments and Contingencies**

### ***Patient Services***

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments for patient service previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on the Organization, if any, are not presently determinable.

### ***COVID-19***

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or result of operations is uncertain.

**23. Supplemental Disclosure of Cash Flow Information**

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statement of Financial Position to the same such amounts reported in the Consolidated Statement of Cash Flows.

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 5,887,027	\$ 2,255,449
Restricted cash	<u>1,128,413</u>	<u>1,193,792</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Consolidated Statement of Cash Flows	<u>\$ 7,015,440</u>	<u>\$ 3,449,241</u>

**24. Reclassifications**

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

**25. Subsequent Events**

Subsequent events have been evaluated through December 16, 2020, which is the date the consolidated financial statements were available to be issued.

Welcoming Light, Inc. entered into an agreement to purchase property located at 12 Auburn Street in Nashua, New Hampshire for \$551,000 with an expected closing date on or before January 2021. The acquisition will be used to provide low income housing programs for mainstream, transitional, and/or permanent housing programs.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

**Consolidating Statement of Financial Position  
June 30, 2020  
(with comparative totals as of June 30, 2019)**

	Harbor Homes*	Boulder Point, LLC	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.	SARC Housing Needs Board, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Subtotal	Eliminations	2020 Total	2019 Total
<b>ASSETS</b>														
<b>Current Assets:</b>														
Cash and cash equivalents	\$ 3,878,259	\$ 185,729	\$ 1,050	\$ 761	\$ 490	\$ 1,520,897	\$ 61,777	\$ 7,054	\$ 41,057	\$ 189,953	\$ 5,887,027	\$ -	\$ 5,887,027	\$ 2,255,449
Restricted cash	426,415	247,276	24,200	28,679	19,944	271,993	-	35,838	74,068	-	1,128,413	-	1,128,413	1,193,792
Receivables, net	2,317,824	17,807	2,676	949	7,444	430,314	160,701	3,291	-	279,948	3,220,954	(150,000)	3,070,954	2,981,834
Patient receivables, net	422,731	-	-	-	-	-	-	-	-	-	422,731	-	422,731	645,963
Due from related organizations	2,160,393	153,919	-	-	-	-	-	-	-	-	2,314,312	(2,314,312)	-	-
Inventory	124,281	-	-	-	-	-	-	-	-	-	124,281	-	124,281	116,413
Other assets	1,769	65,884	-	-	-	19,603	2,423	-	-	11,313	100,992	-	100,992	34,084
<b>Total Current Assets</b>	<b>9,331,672</b>	<b>670,615</b>	<b>27,926</b>	<b>30,389</b>	<b>27,878</b>	<b>2,242,807</b>	<b>224,901</b>	<b>46,183</b>	<b>115,125</b>	<b>481,214</b>	<b>13,198,710</b>	<b>(2,464,312)</b>	<b>10,734,398</b>	<b>7,227,535</b>
<b>Noncurrent Assets:</b>														
Investments	276,159	-	-	-	-	-	-	-	-	-	276,159	-	276,159	228,209
Property and equipment, net	20,542,926	6,894,203	280,183	223,763	283,106	5,139,717	5,011	203,926	94,408	3,017	33,670,260	(833,297)	32,836,963	34,363,395
Deferred notes receivable	1,271,105	-	-	-	-	-	-	-	-	-	1,271,105	(1,271,105)	-	-
Other assets	224,000	279,184	-	-	-	-	-	-	-	599	503,783	(443,483)	60,300	53,501
<b>Total Noncurrent Assets</b>	<b>22,264,190</b>	<b>7,173,387</b>	<b>280,183</b>	<b>223,763</b>	<b>283,106</b>	<b>5,139,717</b>	<b>5,011</b>	<b>203,926</b>	<b>94,408</b>	<b>3,616</b>	<b>35,671,307</b>	<b>(2,547,885)</b>	<b>33,123,422</b>	<b>34,645,105</b>
<b>TOTAL ASSETS</b>	<b>\$ 31,595,862</b>	<b>\$ 7,844,002</b>	<b>\$ 308,109</b>	<b>\$ 254,152</b>	<b>\$ 310,984</b>	<b>\$ 7,382,524</b>	<b>\$ 229,912</b>	<b>\$ 250,109</b>	<b>\$ 209,533</b>	<b>\$ 484,830</b>	<b>\$ 48,870,017</b>	<b>\$ (5,012,197)</b>	<b>\$ 43,857,820</b>	<b>\$ 41,872,640</b>
<b>LIABILITIES AND NET ASSETS</b>														
<b>Current Liabilities:</b>														
Lines of credit	\$ 621,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 621,772	\$ -	\$ 621,772	\$ 1,068,271
Current portion of mortgages payable	322,999	11,843	36,020	20,974	-	134,540	-	24,357	76,749	-	627,482	-	627,482	560,466
Refundable advances	1,331,628	-	-	-	-	-	-	-	-	83,731	1,415,359	-	1,415,359	-
Due to related organizations	1,392,519	175,293	179,506	23,581	11,901	21,104	172,934	260,538	1,339	75,597	2,314,312	(2,314,312)	-	-
Accounts payable	1,001,188	179,708	1,238	1,097	-	32,881	9,570	1,514	7,826	108,364	1,343,386	(150,000)	1,193,386	2,116,306
Accrued payroll and related expenses	763,717	-	-	-	-	201,918	50,159	-	-	21,985	1,037,779	-	1,037,779	1,024,330
Other liabilities	306,727	-	3,998	2,043	3	6,374	-	1,671	16,008	12,025	348,849	-	348,849	913,916
<b>Total Current Liabilities</b>	<b>5,740,550</b>	<b>366,844</b>	<b>220,762</b>	<b>47,695</b>	<b>11,904</b>	<b>396,817</b>	<b>232,663</b>	<b>288,080</b>	<b>101,922</b>	<b>301,702</b>	<b>7,708,939</b>	<b>(2,464,312)</b>	<b>5,244,627</b>	<b>5,683,289</b>
<b>Noncurrent Liabilities:</b>														
Construction loan payable	-	-	-	-	-	-	-	-	-	-	-	-	-	1,235,875
Accrued payroll and related expenses	319,888	-	-	-	-	70,931	11,682	-	-	10,604	413,105	-	413,105	452,714
Mortgages payable, net of current portion	10,103,141	1,110,650	275,275	198,794	-	3,364,111	-	126,359	-	-	15,178,330	-	15,178,330	15,002,097
Mortgages payable, tax credits	487,553	-	-	-	-	-	-	-	-	-	487,553	-	487,553	528,793
Mortgages payable, deferred	5,167,096	2,525,000	-	-	516,400	1,885,000	-	-	-	-	10,093,496	-	10,093,496	9,890,996
Deferred notes payable	-	1,271,105	-	-	-	-	-	-	-	-	1,271,105	(1,271,105)	-	-
Other liabilities	399,607	171,226	3,543	2,673	1,283	-	-	1,945	2,671	-	582,958	(443,483)	139,475	133,411
<b>Total Noncurrent Liabilities</b>	<b>16,477,285</b>	<b>5,077,981</b>	<b>278,828</b>	<b>201,467</b>	<b>517,683</b>	<b>5,320,042</b>	<b>11,682</b>	<b>128,304</b>	<b>2,671</b>	<b>10,604</b>	<b>28,026,547</b>	<b>(1,714,588)</b>	<b>26,311,959</b>	<b>29,243,886</b>
<b>Total Liabilities</b>	<b>22,217,835</b>	<b>5,444,825</b>	<b>499,590</b>	<b>249,162</b>	<b>529,587</b>	<b>5,716,859</b>	<b>244,345</b>	<b>416,384</b>	<b>104,593</b>	<b>312,306</b>	<b>35,735,486</b>	<b>(4,178,900)</b>	<b>31,556,586</b>	<b>34,927,175</b>
<b>Net Assets:</b>														
Without donor restrictions	9,319,960	2,399,177	(191,481)	4,990	(218,603)	1,665,665	(14,433)	(166,275)	104,940	172,524	13,076,464	(833,297)	12,243,167	6,705,159
With donor restrictions	58,067	-	-	-	-	-	-	-	-	-	58,067	-	58,067	240,306
<b>Total Net Assets</b>	<b>9,378,027</b>	<b>2,399,177</b>	<b>(191,481)</b>	<b>4,990</b>	<b>(218,603)</b>	<b>1,665,665</b>	<b>(14,433)</b>	<b>(166,275)</b>	<b>104,940</b>	<b>172,524</b>	<b>13,134,531</b>	<b>(833,297)</b>	<b>12,301,234</b>	<b>6,945,465</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 31,595,862</b>	<b>\$ 7,844,002</b>	<b>\$ 308,109</b>	<b>\$ 254,152</b>	<b>\$ 310,984</b>	<b>\$ 7,382,524</b>	<b>\$ 229,912</b>	<b>\$ 250,109</b>	<b>\$ 209,533</b>	<b>\$ 484,830</b>	<b>\$ 48,870,017</b>	<b>\$ (5,012,197)</b>	<b>\$ 43,857,820</b>	<b>\$ 41,872,640</b>

\*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC – See Note 1.

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

**Consolidating Statement of Activities  
For the Year Ended June 30, 2020  
(with comparative totals for the year ended June 30, 2019)**

	Harbor Homes*	Boulder Point, LLC	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Ownership, Inc.	Greater Nashua Council on Alcoholism	Healthy at Home, Inc.	Welcoming Light, Inc.	SARC Housing Needs Board, Inc.	Southern NH HIV/AIDS Task Force, Inc.	Milford Regional Counseling Services, Inc.	Subtotal	Eliminations	2020 Total	2019 Total
<b>SUPPORT AND REVENUE</b>															
<b>Support:</b>															
<b>Grants:</b>															
Federal	\$ 6,299,947	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 3,000	\$ -	\$ -	\$ 731,350	\$ -	\$ 7,036,297	\$ (186,074)	\$ 6,850,223	\$ 5,637,874
State	7,883,142	-	-	-	-	2,026,331	62,550	392	-	1,839,697	-	11,822,020	-	11,822,020	14,107,741
Contributions	383,693	2,699,125	-	-	-	50,068	449	-	-	26,981	-	3,160,708	-	3,160,708	852,256
Cares Act funding	1,726,072	-	-	-	-	567,200	244,960	-	-	16,706	-	2,554,938	-	2,554,938	-
<b>Special events:</b>															
Contribution portion	75,999	-	-	-	-	-	-	-	-	4,955	-	80,954	-	80,954	232,180
Less cost of special events	(55,870)	-	-	-	-	-	(750)	-	-	(584)	-	(57,204)	-	(57,204)	(88,234)
Net special events revenue	20,129	-	-	-	-	-	(750)	-	-	4,371	-	23,750	-	23,750	143,946
Total Support	16,313,283	2,699,125	-	-	-	2,535,599	310,209	392	-	2,619,105	-	24,597,713	(186,074)	24,411,639	20,741,817
<b>Revenue:</b>															
Patient services revenues (FQHC), net	6,176,974	-	-	-	-	-	-	-	-	-	5,334	6,176,974	-	6,176,974	5,404,995
Patient services revenues (other), net	2,915,253	-	-	-	-	1,145,825	1,451,510	-	-	-	-	7,517,922	-	7,699,923	7,699,923
Veterans Administration programs	2,181,057	-	-	-	-	-	-	-	-	-	-	2,181,057	-	2,181,057	2,416,766
<b>Rental income, net</b>															
Rental vouchers	1,369,393	-	128,050	106,543	37,604	-	-	101,516	94,502	-	-	1,837,613	-	1,837,613	1,405,600
Resident payments	677,747	260,920	43,922	30,824	18,192	-	-	21,709	32,365	-	-	1,085,688	-	1,085,688	761,722
Other	403,103	-	-	-	-	5,987	-	-	-	-	-	409,090	(140,890)	268,200	347,725
Developer fees	763,297	-	-	-	-	-	-	-	-	-	-	763,297	(763,297)	-	-
Contracted services	338,653	-	-	-	-	167,809	188,983	-	-	-	7,650	693,095	(215,905)	477,190	624,952
Management fees	83,127	-	-	-	-	-	-	-	-	-	-	83,127	(83,127)	-	23,450
Other	180,115	46,338	15	-	-	4,861	4,491	3,091	4,338	-	-	252,249	(106,622)	145,627	96,208
Total Revenue	15,097,719	307,267	171,987	137,372	55,796	3,314,492	1,644,984	123,225	129,958	4,338	12,984	21,000,112	(1,301,841)	19,698,271	18,772,341
Total Support and Revenue	31,411,002	3,006,392	171,987	137,372	55,796	5,970,681	1,955,193	123,617	129,958	2,623,443	12,984	45,597,825	(1,495,015)	44,101,910	39,514,158
<b>EXPENSES</b>															
Program services	24,974,798	274,081	121,289	97,553	28,558	3,665,135	1,327,400	81,446	57,515	2,533,283	9,075	33,170,133	(649,491)	32,520,642	34,131,359
Management and general	3,793,660	46,861	21,898	20,024	16,835	1,213,780	357,665	35,905	8,779	106,239	5,292	5,626,938	(83,127)	5,543,811	4,247,544
Fundraising and development	223,349	-	-	-	-	17,936	1,623	-	-	3,983	-	246,891	-	246,891	438,954
Total Expenses	28,991,807	320,942	143,187	117,577	45,393	4,896,851	1,686,688	117,351	66,294	2,643,505	14,367	39,043,962	(732,618)	38,311,344	38,817,857
Change in Net Assets From Operations	2,419,195	2,685,450	28,800	19,795	10,403	1,073,230	268,505	6,266	63,664	(20,062)	(1,383)	6,553,863	(763,297)	5,790,566	696,301
<b>NONOPERATING ACTIVITIES</b>															
Investment income (loss)	(4,678)	172	12	11	4	155	-	15	149	144	-	(4,016)	-	(4,016)	12,540
Gain (loss) on disposal of fixed assets	1,292,946	-	-	-	-	(2,629)	-	-	-	-	-	1,290,317	-	1,290,317	689,174
Depreciation	(1,045,603)	(274,254)	(24,852)	(21,313)	(14,349)	(294,801)	(10,901)	(26,134)	(5,875)	(3,016)	-	(1,721,098)	-	(1,721,098)	(1,471,904)
Total Nonoperating Activities	242,665	(274,082)	(24,840)	(21,302)	(14,345)	(297,275)	(10,901)	(26,119)	(5,726)	(2,872)	-	(434,797)	-	(434,797)	(770,190)
CHANGE IN NET ASSETS	2,661,860	2,411,368	3,960	(1,507)	(3,942)	775,955	257,604	(19,853)	57,938	(22,934)	(1,383)	6,119,066	(763,297)	5,355,769	(73,889)
NET ASSETS (DEFICIT), BEGINNING OF YEAR	6,716,167	(17,191)	(195,441)	6,497	(214,661)	889,710	(272,037)	(346,422)	47,002	195,358	1,383	7,015,465	(70,000)	6,945,465	7,019,354
NET ASSETS (DEFICIT), END OF YEAR	\$ 9,378,027	\$ 2,399,177	\$ (191,481)	\$ 4,990	\$ (218,603)	\$ 1,665,665	\$ (14,433)	\$ (166,276)	\$ 104,940	\$ 172,524	\$ -	\$ 13,134,531	\$ (833,297)	\$ 12,301,234	\$ 6,945,465

\*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC – See Note 1.

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Statement of Financial Position – Harbor Homes, Inc.  
June 30, 2020

	Harbor Homes	HUD I	HUD VI	HH Plymouth, LLC	Harbor Homes*
<b>ASSETS</b>					
<b>Current Assets:</b>					
Cash and cash equivalents	\$ 3,877,143	\$ 603	\$ 513	\$ -	\$ 3,878,259
Restricted cash	300,233	62,116	64,066	-	426,415
Receivables, net	2,314,931	1,343	1,550	-	2,317,824
Patient receivables, net	422,731	-	-	-	422,731
Due from related organizations	2,160,393	-	-	-	2,160,393
Inventory	124,281	-	-	-	124,281
Other assets	1,769	-	-	-	1,769
<b>Total Current Assets</b>	<b>9,201,481</b>	<b>64,062</b>	<b>66,129</b>	<b>-</b>	<b>9,331,672</b>
<b>Noncurrent Assets:</b>					
Investments	226,159	-	-	-	226,159
Property and equipment, net	20,166,465	83,723	292,738	-	20,542,926
Deferred notes receivable	-	-	-	1,271,105	1,271,105
Other assets	224,000	-	-	-	224,000
<b>Total Noncurrent Assets</b>	<b>20,616,624</b>	<b>83,723</b>	<b>292,738</b>	<b>1,271,105</b>	<b>22,264,190</b>
<b>TOTAL ASSETS</b>	<b>\$ 29,818,105</b>	<b>\$ 147,785</b>	<b>\$ 358,867</b>	<b>\$ 1,271,105</b>	<b>\$ 31,595,862</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>Current Liabilities:</b>					
Lines of credit	\$ 621,772	\$ -	\$ -	\$ -	\$ 621,772
Current portion of mortgages payable	247,749	24,456	50,794	-	322,999
Refundable advances	1,331,628	-	-	-	1,331,628
Due to related organizations	-	6,530	114,884	1,271,105	1,392,519
Accounts payable	997,773	950	2,465	-	1,001,188
Accrued payroll and related expenses	763,717	-	-	-	763,717
Other liabilities	305,118	432	1,177	-	306,727
<b>Total Current Liabilities</b>	<b>4,267,757</b>	<b>32,368</b>	<b>169,320</b>	<b>1,271,105</b>	<b>5,740,550</b>
<b>Noncurrent Liabilities:</b>					
Construction loan payable	-	-	-	-	-
Accrued payroll and related expenses	319,888	-	-	-	319,888
Mortgages payable, net of current portion	9,920,593	31,532	151,016	-	10,103,141
Mortgages payable, tax credits	487,553	-	-	-	487,553
Mortgages payable, deferred	5,167,096	-	-	-	5,167,096
Deferred notes payable	-	-	-	-	-
Other liabilities	396,353	2,189	1,065	-	399,607
<b>Total Noncurrent Liabilities</b>	<b>16,291,483</b>	<b>33,721</b>	<b>152,081</b>	<b>-</b>	<b>16,477,285</b>
<b>Total Liabilities</b>	<b>20,559,240</b>	<b>66,089</b>	<b>321,401</b>	<b>1,271,105</b>	<b>22,217,835</b>
<b>Net Assets:</b>					
Without donor restrictions	9,200,798	81,696	37,466	-	9,319,960
With donor restrictions	58,067	-	-	-	58,067
<b>Total Net Assets</b>	<b>9,258,865</b>	<b>81,696</b>	<b>37,466</b>	<b>-</b>	<b>9,378,027</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 29,818,105</b>	<b>\$ 147,785</b>	<b>\$ 358,867</b>	<b>\$ 1,271,105</b>	<b>\$ 31,595,862</b>

\*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC – See Note 1.

See Independent Auditors' Report.



**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

**Statement of Activities – Harbor Homes, Inc.  
For the Year Ended June 30, 2020**

	Harbor Homes	HUD I	HUD VI	HH Plymouth, LLC	Harbor Homes*
<b>SUPPORT AND REVENUE</b>					
Support:					
Grants:					
Federal	\$ 6,299,947	\$ -	\$ -	\$ -	\$ 6,299,947
State	7,883,442	-	-	-	7,883,442
Contributions	377,793	-	5,900	-	383,693
Cares Act funding	1,726,072	-	-	-	1,726,072
Special events:					
Contribution portion	75,999	-	-	-	75,999
Less cost of special events	(55,870)	-	-	-	(55,870)
Net special events revenue	<u>20,129</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,129</u>
Total Support	16,307,383	-	5,900	-	16,313,283
Revenue:					
Patient services revenues (FQHC), net	6,176,974	-	-	-	6,176,974
Patient services revenues (other), net	2,915,253	-	-	-	2,915,253
Veterans Administration programs	2,181,057	-	-	-	2,181,057
Rental income, net					
Rental vouchers	1,203,194	100,135	66,064	-	1,369,393
Resident payments	624,783	32,499	20,465	-	677,747
Other	403,103	-	-	-	403,103
Developer fees	763,297	-	-	-	763,297
Contracted services	338,653	-	-	-	338,653
Management fees	83,127	-	-	-	83,127
Other	189,115	-	-	-	189,115
Total Revenue	<u>14,878,556</u>	<u>132,634</u>	<u>86,529</u>	<u>-</u>	<u>15,097,719</u>
Total Support and Revenue	31,185,939	132,634	92,429	-	31,411,002
<b>EXPENSES</b>					
Program services	24,829,239	82,303	63,256	-	24,974,798
Management and general	3,759,344	18,536	15,780	-	3,793,660
Fundraising and development	223,349	-	-	-	223,349
Total Expenses	<u>28,811,932</u>	<u>100,839</u>	<u>79,036</u>	<u>-</u>	<u>28,991,807</u>
Change in Net Assets From Operations	2,374,007	31,795	13,393	-	2,419,195
<b>NONOPERATING ACTIVITIES</b>					
Investment income (loss)	(4,730)	30	22	-	(4,678)
Gain (loss) on disposal of fixed assets	1,292,946	-	-	-	1,292,946
Depreciation	<u>(1,025,756)</u>	<u>(5,956)</u>	<u>(13,891)</u>	<u>-</u>	<u>(1,045,603)</u>
Total Nonoperating Activities	<u>262,460</u>	<u>(5,926)</u>	<u>(13,869)</u>	<u>-</u>	<u>242,665</u>
CHANGE IN NET ASSETS	2,636,467	25,869	(476)	-	2,661,860
NET ASSETS (DEFICIT), BEGINNING OF YEAR	<u>6,622,398</u>	<u>55,827</u>	<u>37,942</u>	<u>-</u>	<u>6,716,167</u>
NET ASSETS (DEFICIT), END OF YEAR	<u>\$ 9,258,865</u>	<u>\$ 81,696</u>	<u>\$ 37,466</u>	<u>\$ -</u>	<u>\$ 9,378,027</u>

\*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC – See Note 1.

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Statement of Functional Expenses - Harbor Homes, Inc.  
For the Year Ended June 30, 2020  
(with comparative totals for the year ended June 30, 2019)

	2020				2019			
	Program Services	Management and General	Fundraising and Development	2020 Total	Program Services	Management and General	Fundraising and Development	2019 Total
Expenses:								
Personnel expenses:								
Salaries and wages	\$ 10,874,875	\$ 2,250,357	\$ 164,427	\$ 13,289,659	\$ 11,113,207	\$ 1,699,343	\$ 296,055	\$ 13,108,605
Employee benefits	1,441,729	349,777	11,512	1,803,018	1,577,956	321,257	35,225	1,934,438
Payroll taxes	819,462	149,689	12,552	981,703	869,841	121,941	23,190	1,014,972
Retirement contributions	285,890	214,028	1,207	501,125	246,643	133,607	5,163	385,413
Client services:								
Rental assistance	3,359,884	-	-	3,359,884	6,041,859	-	-	6,041,859
Food and nutrition services	79,684	-	-	79,684	124,453	2,809	-	127,262
Counseling and support services	9,503	-	-	9,503	4,463	623	-	5,086
Other client assistance	91,300	-	-	91,300	21,488	-	-	21,488
Professional services:								
Contracted services	3,508,193	4,659	5,500	3,518,352	2,233,907	3,540	-	2,237,447
Legal fees	24,266	149,477	-	173,743	8,372	106,852	-	115,224
Professional fees	65,735	47,804	2,065	115,604	132,618	7,939	-	140,557
Accounting fees	2,121	60,093	-	62,214	-	48,698	-	48,698
Advertising and promotion	44,627	3,955	1,512	50,094	40,401	6,634	8,777	55,812
Conferences, conventions, and meetings	158,983	1,278	469	160,730	242,332	2,717	400	245,449
Grants and donations	193,845	9,161	-	203,006	106,313	16	-	106,329
Information technology	259,964	122,517	1,197	383,678	254,246	122,966	3,910	381,122
Insurance	113,788	7,509	121	121,418	101,546	3,926	-	105,472
Interest expense	548,983	56,806	-	605,789	571,635	56,162	1,854	629,651
Miscellaneous	65,624	54,913	2,112	122,649	129,444	37,761	-	167,205
Occupancy	611,820	155,776	7,679	775,275	762,318	63,546	3,195	829,059
Office expenses	282,647	97,563	10,476	390,686	296,844	96,571	18,197	411,612
Supplies	1,851,859	19,151	1,928	1,872,938	1,818,947	2,921	-	1,821,868
Travel	134,457	4,831	592	139,880	168,512	5,072	539	174,123
<b>Total Functional Expenses</b>	<b>\$ 24,829,239</b>	<b>\$ 3,759,344</b>	<b>\$ 223,349</b>	<b>\$ 28,811,932</b>	<b>\$ 26,867,345</b>	<b>\$ 2,844,901</b>	<b>\$ 396,505</b>	<b>\$ 30,108,751</b>

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES d/b/a  
HARBOR CARE**

Statement of Functional Expenses – Greater Nashua Council on Alcoholism, Inc.  
For the Year Ended June 30, 2020  
(with comparative totals for the year ended June 30, 2019)

	2020				2019			
	Program Services	Management and General	Fundraising and Development	2020 Total	Program Services	Management and General	Fundraising and Development	2019 Total
Expenses:								
Personnel expenses:								
Salaries and wages	\$ 2,224,936	\$ 828,854	\$ 14,118	\$ 3,067,908	\$ 2,107,541	\$ 518,072	\$ 9,445	\$ 2,635,058
Employee benefits	227,727	98,553	1,861	328,141	231,635	95,765	1,508	328,908
Payroll taxes	168,230	52,823	1,041	222,094	165,622	51,532	724	217,878
Retirement contributions	60,300	61,527	794	122,621	53,339	28,424	415	82,178
Client services:								
Rental assistance	70,967	-	-	70,967	-	-	-	-
Food and nutrition services	125,509	-	-	125,509	110,099	345	-	110,444
Counseling and support services	-	-	-	-	-	-	-	-
Other client assistance	196,198	-	-	196,198	309,427	-	-	309,427
Professional services:								
Contracted services	8,111	8,845	-	16,956	6,602	10,000	-	16,602
Legal fees	-	31,890	-	31,890	1,269	5,819	-	7,088
Professional fees	6,489	885	-	7,374	-	-	-	-
Accounting fees	-	19,326	-	19,326	-	13,546	-	13,546
Advertising and promotion	2,402	3,368	-	5,770	1,061	1,025	-	2,086
Conferences, conventions, and meetings	19,347	113	-	19,460	22,436	2,398	-	24,834
Grants and donations	-	-	-	-	-	-	-	-
Information technology	10,398	61,696	-	72,094	-	27,083	-	27,083
Insurance	23,888	741	-	24,629	20,370	1,296	-	21,666
Interest expense	138,873	8,118	-	146,991	157,167	18,267	-	175,434
Miscellaneous	4,407	17,307	-	21,714	9,650	5,041	-	14,691
Occupancy	182,376	8,108	-	190,484	217,935	13,547	-	231,482
Office expenses	70,505	9,755	122	80,382	55,404	6,740	-	62,144
Supplies	91,209	1,008	-	92,217	78,112	5,272	-	83,384
Travel	33,263	863	-	34,126	47,523	300	-	47,823
<b>Total Functional Expenses</b>	<b>\$ 3,665,135</b>	<b>\$ 1,213,780</b>	<b>\$ 17,936</b>	<b>\$ 4,896,851</b>	<b>\$ 3,595,192</b>	<b>\$ 804,472</b>	<b>\$ 12,092</b>	<b>\$ 4,411,756</b>

See Independent Auditors' Report.

**HARBOR CARE**

Harbor Homes, Inc.; Harbor Homes, HUD II, III; III Ownership; Harbor Homes, Plymouth LLC, Boulder Point, LLC; Harbor Care Health & Wellness Center; Southern NH/HIV AIDS Task Force; Greater Nashua Council on Alcoholism; Healthy at Home, Inc.; Welcoming Light Inc., SARC Housing Needs Board

**(CURRENT BOARD MEMBER CHARACTERISTICS & AFFILIATIONS)**

<b>NAME</b>	<b>POSITION</b>	<b>OCCUPATION</b>	<b>RESIDENCE</b>	<b>CATEGORY</b>
Thomas I. Arnold	Director	Retired – Former City Solicitor, Manchester, NH	Merrimack, NH	Civic Leader
Jack Balcom	Director	Retired – BAE Systems	Merrimack, NH	Civic Leader
Vijay Bhatt	Director	Information Technology – Harvard Pilgrim Health Care	Burlington, MA	Business Leader
Richard Carvalho	Director	Food Service – Franchise Owner, Dunkin Donuts	Nashua, NH	Business Leader
Rosemarie Dykeman	Director	Social Services Director Salvation Army	Nashua, NH	Business Leader
Vincent Chamberlain	Director	Retired – Former Manager, FAA Center, Nashua	Brookline, NH	Civic Leader
Sekondi Foster	Director	Business – BAE Systems Executive Assistant	Nashua, NH	Business Leader
Jared Freilich	<b>Treasurer</b>	Business – VP Bank of America, Merrill Lynch	Hampstead, NH	Business Leader
Laurie Goguen	<b>Asst. Secretary</b>	Business – Linahan Limousine, Customer Service	Nashua, NH	Civic Leader/Consumer
Joel Jaffe	<b>Secretary</b>	Retired – Business, Hewlett Packard	Litchfield, NH	Civic Leader
Lanna Martin	Director	Business – BAE Systems, Senior Financial Analyst	Merrimack, NH	Business Leader
Edward McDonough	<b>Asst. Treasurer</b>	Non-Profit Agency Director – Gate House Treatment	Nashua, NH	Civic Leader
Richard Plante	<b>Vice Chair</b>	Retired – Military	Manchester, NH	Civic Leader
Daniel Sallet	<b>Chair</b>	Business – BAE Systems, VP Finance/Electronic Systems	Ayer, MA	Business Leader

## Mary Ryan Woods, RNC, LADAC, MSHS

**Summary:** Dedicated professional with 44 years' experience in mental health and substance abuse counseling and administration, who excels in a dynamic environment and has proven problem-solving, interpersonal, and public speaking skills.

**Certifications:** NH Licensed Drug and Alcoholism Counselor #0046; NH Licensed Clinical Supervisor for Substance Abuse Counseling #103597; Registered Nurse - NH License #817395; and ANCC Certified Psychiatric and Mental Health Nurse #283983-03.

**Education:** Master of Science in Human Services in Human Services Administration, Springfield College, Manchester, and NH. Bachelor of Science in Psychology/Sociology, New England College, Henniker, NH Honors Graduate, Diploma as a Registered Nurse from St. Joseph's Hospital School of Nursing, Elmira, NY.

### Qualifications:

#### *Areas of Expertise*

Developed and managed gender specific treatment programs.

Woman's Halfway House

Men's Residential and Out-Patient programs

Program Start Up, Outcome Development and Management, Quality Improvement and Regulatory, Oversight, Experienced in supervision of Alcohol Detoxification within a hospital and community setting,

Familiar with CARF and JCAHO

Staff Education and Development

#### *Clinical Skills:*

- Experienced in one-on-one and group counseling with a wide range of individual adults, couples, and families.
- Counseled dual-diagnosed, chronically mentally ill substance abusers and assisted with case management.
- Performed all aspects of counseling from intake through discharge plans; functioned as interdisciplinary team member in developing and coordinating treatment plans.
- Experienced in Alcohol Detoxification within a hospital setting, community mental health clinic, and freestanding detox center.
- Experience and training in Motivational Interviewing.

#### *Training and Development:*

- Conducted extensive workshops and trainings with primary focus in Interviewing and Attending Skills; Motivational Interviewing; Stages of Change Theory; Integrating treatment of Co-occurring Disorders; Group Counseling for Co-occurring Disorders, and Nurses - Alcohol and Drug Addiction.

#### *Program Development:*

- Co-established Woman's Halfway House 30-60-day Program that helped to bridge the gap between residential and independent living (14 women).
- Experience in leading and developing integrated treatment team meetings and providing direction to staff.
- Experience in developing integrated services for dual disorders.
- Experience in developing services based on the Stages of Change Model.
- Co-establishing national treatment center for adults with co-occurring substance abuse disorders and psychotic or affective illness.
- Experience in developing family centered programs.
- Experience in implementing evidence-based practices.
- Developed a trauma informed culture for individuals, families, and staff
- Creative and innovative procedures that were inclusive and cutting edge.
- Developed Comprehensive ongoing Family Services.

#### *Administration:*

- Familiar with case process and progress reports, inter-agency narratives, and insurance requirements.
- Developed a trauma informed culture for individuals, families, and staff.
- Familiar with the needs of start up programs and the integration of complex clinical services.

- Involved with the administration of a Halfway House Program, Dual Disorder Clinical Program, and agency-wide Substance Abuse Services.
- Familiar with JCAHO and CARF Standards.

#### Work History:

2021 -Present	<b>Harbor Care, Nashua, N.H.</b> (non-profit organization that provides housing and a continuum of healthcare services). Interim Senior Director of Behavioral Health and Addiction Treatment Services.
2019-Present	<b>Mary Ryan Woods Consulting, Manchester, NH</b> Consulting Services for program development, staff training and education, staff supervision and mentoring.
2001-2018	<b>WestBridge, Manchester, NH</b> (non-profit organization that provides private community-based treatment for individuals and families with co-occurring psychotic and/or affective illness and substance use disorders. Chief Executive Officer
2000-2001	<b>West Central Behavioral Health, Lebanon, NH</b> (non-profit community mental health center) Director of Substance Abuse Services agency-wide Project Director for West Treatment Center @ Dartmouth
1993-2000	<b>Mental Health Center of Greater Manchester</b> (Non-profit community mental health center) 1998-2000 Patient Clinician - Bedford Counseling Associates 1996-2000 Director of <i>Substance Abuse Services Agency-wide</i> 1994-1996 Coordinator - <i>Gemini Clinical Program</i> 1993-1994 Counselor - <i>Gemini Clinical Services - Dual Diagnosed Clients</i>
1997-1999	<b>Bureau of Substance Abuse Services, Concord, NH</b> (NH Division of Behavioral Health, agency oversees all state-funded Prevention, Intervention & Treatment Services) Contract Consultant - <i>First Step Program, Laconia State Prison, Laconia, NH</i>
1993-1995	<b>NH Office of Alcohol and Drug Abuse Prevention, Concord, NH</b> (NH State Agency, oversees all state-funded Prevention, Intervention & Treatment Services) Contract Consultant - <i>SHOCK Incarceration Program, Laconia, NH</i>
1981-1990	<b>Farnum Center, Manchester, NH</b> (Non-profit community substance abuse treatment Facility which provides a variety of services) Outpatient Counselor (1989-1990) Coordinator - <i>Women's Halfway House Program</i> -1985-1989 Intake Worker (1983-1984) Alcohol Counselor (1981-1983)
1978-1981	<b>Catholic Medical Center, Manchester, NH</b> (Non-profit 200 bed community hospital) Staff Nurse - Alcohol Detox Unit
1978	<b>Kenmore Square Treatment Facility, Boston, MA</b> (Non-profit, state-funded 30 bed free-standing facility) - Staff Nurse

#### Affiliations:

- Member 2020 National Conference on Addiction Disorders (NCAD) Advisory Board.
- *NAADAC, The Association for Addiction Professionals, President 2004-2006, Past President 2006-2010, Northeast Regional Vice-President 2002-2004*
- *SAMHSA's COCE National Steering Council member*
- NH Association for Alcohol and Drug Counselors  
*President 1994-1998*  
*Board of Directors 1992-1998*
- Charter member of New Hampshire Board of Licensing for Alcoholism & Drug Abuse Professionals.

#### Publications and Media

Hosted weekly radio show One Hour at a Time on the Voice America internet channel 2007-2017.

Murray, Adrienne; Woods, Mary Ryan: ***I Didn't CAUSE IT, I Can't CHANGE I, How Mothers of Adult Children with Co-Occurring Disorders Have Coped.*** SkillBites LLC. 2016.

Armstrong, Katherine, Woods, Mary Ryan: ***when the door OPENED.*** CreatSpace Independent Publishing. North Charleston, SC. 2012

## Vanessa J. Talasazan

### Education

- 2018 *M.S. Community Economic Development* Southern NH University  
-Outstanding Student Award, 4.0 GPA
- 2007 *B.A in English with a focus in Communications* University of New Hampshire
- 1999 – Current *Licensed New Hampshire Real Estate Agent* Continuing Education Ongoing

### Career History

#### **April 2008-Current Partnership for Successful Living Affiliates Nashua, NH**

Background on Agencies/Employer: A unique partnership amongst 6 non-profit organizations with a combined annual operating budget of \$42 million that share the same CEO, Board of Directors, and back-end administration: Harbor Homes, Inc.; Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism (Keystone Hall); Welcoming Light; Healthy at Home, and Milford Regional Counseling Services. Together, the agencies serve over 8,000 individuals and families annually. Named NH's most innovative nonprofit organization by The NH Center for Nonprofits.

#### **CURRENT ROLE: CHIEF STRATEGY OFFICER/ CHIEF OF STAFF**

*Primary Responsibilities:* Key member of C-suite leadership across six companies, a hybrid role that encompasses two complementary positions: that of the Chief Strategy Officer (CSO) and that of Chief of Staff (COS).

**CHIEF STRATEGY OFFICER RESPONSIBILITIES:** Responsible for formalizing the organization's strategic-planning processes, leading the development of the strategy, translating it for people across functions and business units, driving organizational change, forging new working relationships and synergies across the organization, and establishing greater transparency and accountability for those people carrying out the organization's strategy. In addition responsible for assessing whether strategic initiatives, at all levels of the organization, are in line with the company's standards and objectives.

Key duties include:

- Supervise the grant department: responsible for implementing and achieving an annual grant fundraising campaign of approximately \$20 million. Manage team of writers and special project coordinators to achieve new and repeat grant funding opportunities, effectively balancing the grants' strategic impact to the PSL.
- Design and initiate new programs and services from conception and funding to launch, ensuring alignment with the organization's strategic plan.
- Serve as the lead staff person of the Housing Development Project Management Team: plan and implement the construction of healthcare facilities and low-income housing developments including emergency, transitional, and permanent supportive initiatives.

**CHIEF OF STAFF RESPONSIBILITIES:** Primary responsibility is to enable the CEO to work most effectively with internal and external stakeholders and fulfill his commitments to the Partnership for Successful Living's partners, funders, and Board of Directors. Key duties include acting as a gatekeeper to the CEO; advising the CEO; autonomously competing tasks in place of the CEO; and organizing the CEO's direct reports and other staff members toward common goals.

Key duties include:

- Preparing for, and facilitating, "critical path" CEO meetings (e.g., with PSL executive leadership, current or potential PSL partners, funders, community and business leaders, government officials, and peer executives).
- Coordinating projects or commitments directly involving the CEO and his direct reports
- Independently leading special CEO-initiated projects, ranging from written products to be authored by the CEO to convening thought leaders on various topics.
- Developing draft communication on behalf of the CEO ranging from: the CEO update at Board meetings, to follow up correspondence related to the CEO's various meetings with PSL funders, partners and staff, to various speaking engagements involving external audiences.
- Understanding, communicating, and accurately representing the CEO's point of view on a wide range of topics at internal and external meetings when appropriate and as requested.
- Proactively identifying issues that could impact the successful execution of the CEO's commitments, elevating issues the CEO should be aware of, and framing/positioning ideas to resolve the problem/mitigate the risk
- Supporting the needs of the executive staff in their ability to raise critical issues with the CEO and receive needed responses, guidance, and decisions.
- Managing critical projects and bring them to successful outcomes by deftly bringing together internal and external stakeholders for a common purpose, facilitating these individuals to set aside personal goals and replace them with team goals, and helping them collaborate.

#### **PREVIOUS ROLE: VICE PRESIDENT OF DEVELOPMENT AND GRANT COMPLIANCE**

*Primary Responsibilities:* Key member of intercompany management team; lead all grant writing, efforts; supervise a team of development staff and interns; identify, write, and submit federal, state, corporate, and foundation grant requests; new program development and strategic planning; create and implement evaluations, outcome measurements, and data analysis tools to ensure grant compliance; create corrective action plans to remedy identified compliance issues; expertise in the creation and execution of events, capital campaigns, and individual and corporate giving activities; liaison with board of directors and major donors.

Achievements include program design leading to more than \$120 million in federal, state and foundation grant funding obtained since 2008, including grants from:

- US Department of Veteran Affairs
- US Department of Housing & Urban Development
- US Department of Labor
- US Department of Health Resources Services Administration
- US Department of Substance Abuse and Mental Health Services Administration
- Federal Home Loan Bank of Boston



- NH Community Development Finance Authority
- NH Housing Finance Authority
- NH Bureau of Drug and Alcohol Services
- NH Bureau of Homeless and Housing Services
- NH Department of Justice
- NH Charitable Foundation

**2000 – 2008**

**Assist2Sell Buyers & Sellers Realty**

**Nashua, NH**

**LICENSED NH REAL ESTATE AGENT**

*Primary Responsibilities:* Created and negotiated successful contract agreements related to the sale of residential and commercial properties as an Exclusive Buyer Agent, Seller Agent, or Dual Agent; and upheld fiduciary duties to the respected parties. Regularly achieved more than \$10 million in sales annually.

## ANA PANCINE

### Education

**Southern NH University** 2015 – 2017 Masters of Business Administration & Finance

**Hesser College** 2001–2005 Bachelor of Science, Business Administration – Minor in Finance

**Additional skills:** Trained Medical Interpreter: Portuguese & Spanish; Trained Translator: Portuguese; Skilled USCIS Interpreter

### Experience

**Harbor Homes Inc. Nashua, NH**

**November 2007 – Present**

**Chief Financial Officer**

March 2020 – Present

**Chief Revenue Officer**

August 2018 – March 2020

- Supervise and manage the Business/Finance Office team: A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/private/self-pay billing.
- Manage the overall strategy and optimization of revenue cycle operations, systems, policies and procedures to apply an improvement to charges, claims, payments, collections and A/R, denials, and reporting of results and analysis.
- Solicited and successfully developed budget proposals for grant applications securing governmental funds to support operations and maintaining consistent service delivery.
- Responsible for reviewing and negotiating financial terms for federal and state contracts.
- Accountable for driving better integration and alignment between all revenue-related functions. Including creating revenue model development, analysis and changes to maximize revenue.
- Monitor the effectiveness of collection efforts and ensure that insurance billings are current within the established period specified in the department policy. Manage all other revenue pipelines of each revenue stream to determine in advance the level of risk to obtaining desired goals and what adjustments should ultimately be implemented.
- Monitor timeliness and effectiveness of billing department activities, ensuring that outstanding patient accounts and accounts receivables are no more than the agreed-upon limit and that bad debt is within the budgeted target.
- Manage program revenue by reviewing and tracking all contracts on a monthly basis, and ensure all funds are fully invoiced/ billed accordingly to funders by contract/grant deadline.
- Work closely with the CFO and other C-suite and executive leaders to continually improve the alignment of each functional group to support the business development organizational structure, legal, finance, compensation, hiring and selection criteria, and rewards and recognition.
- Assist the CFO in managing and implementing financial performance measures that support the PSL's strategic directions.
- Work closely with each PSL program manager to develop a goal to meet budget responsibilities to ensure ongoing financial viability for programs.
- Work closely with the Compliance Officer or designee to prepare and revise the fiscal operations procedures manual and ensure implementation of these.
- Work closely with the Grants and Strategy department to develop new lines of business and grow existing lines of business. This includes the development of new budgets, forecasting, and trend analysis.
- Internal and external reports for State & Federal projects.
- Provide support to CFO on all special projects; serve as back up for this position.
- Prepare complex financial statements, internal/annual reports for planning and oversight of each program within an organization

**Various**

November 2007 – August 2018

- Assist with budget development for 92 cost centers and 8 affiliated agencies with annual expenses and revenue over \$40m
- Prepare operational and variance analysis for financial presentations based on GAAP, organization, State and Federal guidelines.
- Maintain accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses, and line of credit transactions.
- Chair of the Greater Nashua Continuum Care (GNCOC) and GNCOC Board of Directors, composed of representatives from the Federal, State, and City Governments, housing program directors, local hospital staff, social services agencies, financial institutions, private sector, and religious institutions.
- Established a Safety Committee for the PSL agencies which results in a reduction of \$50K in WC premiums within one year.
- Developed Safety policies and procedures for and guidance of staff on requirements established by insurance companies and funders.
- Created and established the financial policies and procedure manual for the organization
- Knowledge of planning techniques, testing and sampling methods involved in conducting audits.
- Extensive experience with Financial Statements audits, reviews, compilations, and audits for Governmental organizations (A-133).
- Managed annual external audit resulting in no findings and no management comments on A-133 audits.
- Prepare all budgets for the Development Department to be submitted for competitive State, Federal and Local grant applications.
- Review all financial requirements and financial accuracy for new and renewed contracts
- Prepare, review and update all Finance/Accounting policies and procedures to ensure compliance with new Federal regulations.

**Skills**

Computer: Windows, Microsoft Office, SIFT – Financial Database, Fundware/F9  
Finance related: PEARS/CHAMP/WFM, NCAS/SAP, SAGE – MIP,  
Language: Fluent Portuguese, Proficient Spanish

**PETER J. KELLEHER, CCSW, LICSW**

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**PROFESSIONAL EXPERIENCE**

**2006-Present President & CEO, Southern NH HIV Task Force**

**2002-Present President & CEO, Greater Nashua Council on Alcoholism, Inc./ Keystone Hall, Nashua, NH**

**1997-Present President & CEO, Healthy at Home, Inc., Nashua, NH**

**1995-Present President & CEO, Welcoming Light, Inc., Nashua, NH**

**1982-Present President & CEO, Harbor Homes, Inc., Nashua, NH**

Currently employed as Chief Executive Officer of five nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$42,000,000 operating budget; proposal development resulting in approximately \$200,000,000 in grants; oversight of 400 management and direct care professionals.

**2003-2006 Consultant**

Provided consultation and technical assistance throughout the State to aid service and mental health organizations.

**1980 - 1982 Real Estate Broker, LeVaux Realty, Cambridge, MA**

Successful sales and property management specialist.

**1979 - 1980 Clinical Coordinator, Task Oriented Communities, Waltham, MA**

Established and provided comprehensive rehabilitation services to approximately 70 individuals with mental and/or developmental disabilities. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.

**1978 - 1979 Faculty, Middlesex Community College, Bedford, MA**

Instructor for an introductory group psychotherapy course offered through the Social Work Department.

**1977 - 1979 Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**

Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.

**1976 Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**

Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.

**1971 - 1976 Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**

Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

**EDUCATIONAL EXPERIENCE**

2

**1975 - 1977** Simmons College School of Social Work, Boston, MA  
Cambridge-Somerville Community Mental Health Program, MSW

**1971 - 1975** Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

### **LICENSES AND CERTIFICATIONS**

**1979** Licensed Real Estate Broker – Massachusetts  
**1989** Academy of Certified Social Workers – NASW  
**1990** Licensed Independent Clinical Social Worker - Massachusetts  
**1994** State of New Hampshire Certified Clinical Social Worker, MA LICSW

### **PLACEMENTS**

**1976 - 1977** Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA  
Individual, group, and family counseling to hospitalized patients.

**1975 - 1976** Massachusetts Institute of Technology, Social Service Department, Cambridge, MA  
Similar to above.

### **FIELD SUPERVISION**

**1983 - 1984** Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH  
**1983 - 1984** Rivier College, Department of Psychology, Nashua, NH  
**1990 - 1991** Rivier College, Department of Psychology, Nashua, NH  
**1978 - 1979** Middlesex Community College, Social Work Associates Program, Bedford, MA

### **AWARDS**

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- NH Magazine Business Excellence Award 2010
- Nashua Telegraph Humanitarian of the Year Award 2015
- Lionel W. Johnson Housing Award, Champion of Human Rights 2015
- Military Officers Association Granite State Warriors Award 2016
- Honorary Doctor of Humane Letters, Rivier University 2017

### **MEMBERSHIPS**

- Former Member of the Department of Veterans Affairs Advisory Committee on Homeless Veterans
- Board Member, Bi-State Primary Care Association
- National Association of Social Workers
- Former Board Member, National Healthcare for the Homeless
- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care
- Former Board Member, New Futures, Concord, NH
- Former Board Member, Community Health Access Network (CHAN)

## Henry J. Och

### Executive Summary

20 years of healthcare management experience in a Federally Qualified Community Health Center  
Experience working with and supporting underserved and refugee populations  
Proven and nationally recognized public health leader  
Strong background in healthcare expansion projects and project management  
Experience with new service design and implementation  
Experienced grant writer for federal, state and private programs

### Professional Experience

#### Chief Operations Officer

The Partnership for Successful Living

2020-Present

Nashua, NH

I lead the continued transformation of the PSL's delivery model to provide integrated, innovative and evidence-based client/patient services. I ensure the meeting of outcomes and regulations for various federal, state and local contracts, government/foundation grants, and audits, as well as overseeing staff. Further duties include:

- to grow or sustain relevant and compelling programs that are financially viable and aligned with the PSL's mission, vision and values
- to implement efficient use of technologies, facilities, and streamlined processes; and to develop and implement an "outcomes" measurement system
- In consultation with the CEO, develop and implement operational plans, monitors progress, and adjusts plans as is necessary to achieve objectives
- The COO oversee and integrate the programs/ services and staff within Keystone Hall (all programs and services), Harbor Homes (all programs and services with the exception of the Facilitating Organization), and Southern NH HIV AIDS Task Force (all programs and services); as well as the following PSL-wide administrative departments and staff: IT, HR, and Facilities.
- I closely with the CEO to support him and represent him as needed in various functions

#### Chief Operations Officer/Chief Information Officer

*Lowell Community Health Center*

2013-2020

Lowell, MA

Directly supervised a wide array of clinical and administrative departments including primary and specialty care, health information, information technology (IT), information systems, centralized call center, patient service center and facilities management. I am responsible for the development and implementation of strategic objectives in order to meet the needs of our patients and organizational goals. I have represented the health center at the local, state and national levels.

- Designed Lowell CHC's operations management model which was recognized by the US Health Resources Services Administration as a national best practice
- Launched a state of the art eye care center with clinical and retail optical services in collaboration with the New England College of Optometry
- Launched a new dental clinic comprised of 16 dental exam rooms
- Led a \$26 million clinic expansion project adding 65,000 square feet of clinic space to the health center
- Led the health center's US Health Resources Services Administration operational requirements readiness which resulted in a perfect 19/19 site visit compliance score in 2017

- Led the organization's Joint Commission readiness efforts which resulted in re-accreditation and Joint Commission Patient Centered Medical Home (PCMH) recognition in 2015
- Partnered with the Chief Medical Officer to expand services to include specialty care comprised of podiatry, neurology and dermatology
- Implemented process improvements resulting in a 15% reduction in clinic visit cycle times thereby improving the patient experience
- Directly involved in federal, state and private grant development efforts which have brought Lowell CHC nearly \$3 million in grant funding since 2009
- Led a \$1 million construction project in collaboration with Lowell General Hospital which resulted in onsite lab, ultrasound, mammography and radiology services
- Participated in the implementation of the Wellforce Accountable Care Organization and I am currently supporting the Lowell Behavioral Health Community Partners program
- Participated in donor cultivation and engagement in support of the health center's capital campaign and annual fund
- Coached, mentored and led multidisciplinary personnel and teams to achieve multiple objectives within the health center's strategic plan
- Developed the organization's information technology strategic plan

**Chief Information Officer/Director of Operations**

*Lowell Community Health Center*

2005-2020

Lowell, MA

Directed the strategic planning and implementation of enterprise systems in support of health center operations in order to improve cost effectiveness, service quality, and overall patient care. Responsible for all aspects of the organization's information technology infrastructure and information systems, health information and facilities management departments. Designated project manager for many cross functional projects.

- Project manager for the organization's \$42 million construction project and expansion effort which included consolidation of most existing sites as well as the addition of a 340B pharmacy program
- Project manager for a \$1 million clinic expansion initiative to support Lowell CHC's Metta Health Center
- Project manager for the Centers for Medicare & Medicaid Services "Meaningful Use" project which has generated nearly \$1 million in incentive payments
- Collaborated with the Chief of Quality and other clinical leaders to pursue and obtain the National Committee for Quality Assurance's PCMH Level III recognition
- Successfully led the organization's electronic health record implementation project
- Implemented effective patient flow improvements such as a centralized patient call center, streamlined medical record management processes and patient registration processes
- Member of the Massachusetts eHealth Institute's Legal and Privacy Workgroup which supported the development of the Commonwealth of Massachusetts' statewide health information exchange (Mass Hlway)
- Designated as the organization's HIPAA privacy officer, information security officer and compliance officer

**Adjunct Professor**

*University of Massachusetts*

2010-2015

Lowell, MA

Provide classroom instruction for graduate students in the Health Informatics and Health Management programs within the University of Massachusetts' College of Health Sciences.

- Developed and instructed the "Project Management in Healthcare" graduate course
- Developed and instructed the "Electronic Health Record (EHR) Systems" graduate course

- Worked with faculty staff and a medical record software vendor to provide a hosted EHR to the University for instruction purposes

**Director of Information Technology** 2003-2005  
**Information Technology Coordinator** 1999-2003  
*Lowell Community Health Center* Lowell, MA

Responsible for the execution of all short- and long-term IT strategies. Managed all facets of day to day operations for the Information Systems and Information Technology departments.

- Effective project manager for many successful IT projects such as the migration to a new practice management system, development of a various web-based tracking applications and numerous system platform upgrades and migrations
- Trained and managed a qualified team of IT specialists
- Authored and implemented all current policies and procedures relevant to information technology and information security
- Led the organization's HIPAA Privacy and Security rule compliance efforts

**Material Testing Laboratory Coordinator** 1997-1999  
*Joan Automotive Industries / Joan Fabrics* Lowell, MA

**Applications Developer** 1996-1997  
*HB Fuller Corporation* Wilmington, MA

## Education

**University of Massachusetts at Lowell** Expected 2021  
*Master in Business Administration, concentration Healthcare*

**Harvard University** Completed 2006  
*Master in Liberal Arts in extension studies, concentration in Information Management Systems*

**University of Massachusetts at Lowell** Completed 2000  
*Bachelor of Science in Business Administration, concentration in Management Information Systems*

## Certifications and Awards

Project Management Professional (PMP) - 2010  
Certified Information Systems Security Professional (CISSP) – 2004  
Milken Institute School of Public Health at George Washington University's Emerging Leader Award - 2015  
Massachusetts League of Community Health Centers Employee of the Year Award - 2015

## Professional Associations

Member - American Public Health Association  
Member - American College of Healthcare Executives  
Member - International Information System Security Certification Consortium  
Member - Project Management Institute  
Member - Association of Latino Professionals for America



### **Military Experience**

Commissioned Infantry officer in the Massachusetts Army National Guard with a current rank of Major. Currently serving on the Joint Staff of the Joint Force Headquarters. I have been a member of several response teams providing support to citizens of the Commonwealth in six emergency situations.

Overseas Military Deployments:

*Operations Officer, ISAF Headquarters, Afghanistan* 2014

- Awarded the Defense Meritorious Service Medal for contributions to the transition of combat operations from NATO coalition forces to Afghan security forces
- Awarded the Slovakian Minister of Defense Medal for support efforts to the Slovakian Military

*Infantry Platoon Leader, 182<sup>nd</sup> Infantry Regiment, Kosovo* 2006-2007

- Awarded the Army Commendation Medal for joint human trafficking interdiction operations with the Kosovo Police Services
- Awarded the German Armed Forces Schützenschnur (Silver) Badge

### **Board and Volunteer Experience**

- Board Member – Family Services of the Merrimack Valley
- Board Member – ACT Lawrence, a community development corporation
- Massachusetts Region 3 Health and Medical Coordinating Coalition Governing Board (Ambulatory Care Lead)
- Fortaleza – Advocacy group working on bridging the academic achievement gap for minorities in the Lowell Public School system
- Coach for Lowell CHC's staff running group

### **Other Skills**

Fluent in written and spoken Spanish

[References available upon request]

**Harbor Care**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$350,000	10%	\$35,000
Henry Och	Chief Operating Officer	\$207,000	10%	\$20,700
Ana Pancine	Acting Chief Financial Officer	\$145,000	10%	\$14,500
Vanessa Talasazan	Chief Strategy Officer/Chief of Staff	\$145,000	10%	\$14,500
Mary Woods	Director of Behavioral Health and Addiction Services	\$120,000	65%	\$78,000

15 mac



Lori A. Shibiaette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

November 25, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$6,744,478 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Bridge Street Recovery	TBD	Statewide	\$1,351,667
Grafton County New Hampshire-Grafton County Department of Corrections and Alternative Sentencing	177397-B003		\$217,000
Harbor Homes, Inc.	166574-B001		\$1,701,384
Hope on Haven Hill, Inc.	275119-B001		\$328,715
Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center	177204-B005		\$2,035,829
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001		\$1,097,883
The Community Council of Nashua, NH	154112-B001		\$12,000
		<b>Total:</b>	<b>\$6,744,478</b>

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

#### **EXPLANATION**

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Council approval to prevent the current contracts from expiring. This request is **Sole Source** because the Department determined the Contractors have the capacity to continue providing substance use treatment and recovery support services to individuals and prevent a lapse in program services while the Department develops a new Request for Proposals.

This request represents the remaining seven (7) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department presented the first five (5) requests Governor and Executive Council on December 2, 2020 (item #15).

The purpose of this request is to ensure the continuation of substance use disorder treatment and recovery support services for New Hampshire residents in need of services. The Contractors offer an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors ensure individuals with substance use disorder receive the appropriate levels of treatment and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

The Department will monitor contracted services through monthly, quarterly and annual reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor achieves initiation, engagement, and retention goals as detailed in the contract.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of services may not receive the treatment, tools and education that are required to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # TI083041; CFDA #93.788/FAIN #TI081685 and  
#TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds  
will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Bridge Street  
Recovery

Vendor Code:TBD

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$160,290	\$160,290
2022	102-500731	Contracts for Prog Svc	\$0	\$53,430	\$53,430
Sub-total			\$0	\$213,720	\$213,720

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,885	\$2,885
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

Dismas Home of NH

Vendor Code: 290061-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$18,991	\$0	\$18,991
2022	102-500731	Contracts for Prog Svc	\$5,851	\$0	\$5,851
Sub-total			\$22,842	\$0	\$22,842

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Famum

Vendor Code: 177204-B005

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-500731	Contracts for Prog Svc	\$0	\$56,100	\$56,100
Sub-total			\$0	\$159,647	\$159,647

FIT/NHNNH

Vendor Code: 157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$153,558	\$0	\$153,558
2022	102-500731	Contracts for Prog Svc	\$54,098	\$0	\$54,098
Sub-total			\$207,656	\$0	\$207,656

Attachment A  
Financial Details

Grafton County Vendor Code: 177397-8003

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$51,934	\$51,934
2022	102-500731	Contracts for Prog Svc	\$0	\$17,632	\$17,632
Sub-total			\$0	\$69,566	\$69,566

Harbor Homes, Inc. Vendor Code: 168574-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$167,663	\$167,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$221,761	\$221,761

HEADREST, Inc Vendor Code: 175226-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,226	\$0	\$36,226
2022	102-500731	Contracts for Prog Svc	\$11,621	\$0	\$11,621
Sub-total			\$47,847	\$0	\$47,847

Hope on Haven Hill Vendor Code: 275119-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$24,044	\$24,044
2022	102-500731	Contracts for Prog Svc	\$0	\$8,014	\$8,014
Sub-total			\$0	\$32,058	\$32,058

North Country Health Consortium Vendor Code: 158557-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$96,495	\$0	\$96,495
2022	102-500731	Contracts for Prog Svc	\$30,455	\$0	\$30,455
Sub-total			\$126,950	\$0	\$126,950

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$82,069	\$82,069
2022	102-500731	Contracts for Prog Svc	\$0	\$28,051	\$28,051
Sub-total			\$0	\$110,120	\$110,120

Attachment A  
Financial Details

West Central Services Vendor Code: 177854-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
Sub-total			\$3,205	\$0	\$3,205
Total Gov. Comm			\$408,500	\$819,719	\$1,219,219

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Bridge Street Recovery Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$339,710	\$339,710
2022	102-500731	Contracts for Prog Svc	\$0	\$113,237	\$113,237
Sub-total			\$0	\$452,947	\$452,947

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-8001.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$6,115	\$6,115
2022	102-500731	Contracts for Prog Svc	\$0	\$2,038	\$2,038
Sub-total			\$0	\$8,153	\$8,153

Dismas Home of NH Vendor Code:290061-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,009	\$0	\$36,009
2022	102-500731	Contracts for Prog Svc	\$12,399	\$0	\$12,399
Sub-total			\$48,408	\$0	\$48,408

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$219,453	\$219,453
2022	102-500731	Contracts for Prog Svc	\$0	\$118,900	\$118,900
Sub-total			\$0	\$338,353	\$338,353

FIT/NHHH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$325,442	\$0	\$325,442
2022	102-500731	Contracts for Prog Svc	\$114,652	\$0	\$114,652
Sub-total			\$440,094	\$0	\$440,094

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$110,066	\$110,066
2022	102-500731	Contracts for Prog Svc	\$0	\$37,368	\$37,368
Sub-total			\$0	\$147,434	\$147,434



Attachment A  
Financial Details

Harbor Homes, Inc. Vendor Code: 166574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$469,989	\$469,989

HEADREST, Inc Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$76,774	\$0	\$76,774
2022	102-500731	Contracts for Prog Svc	\$24,629	\$0	\$24,629
Sub-total			\$101,403	\$0	\$101,403

Hope on Haven Hill Vendor Code: 275119-B001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$50,958	\$50,958
2022	102-500731	Contracts for Prog Svc	\$0	\$16,986	\$16,986
Sub-total			\$0	\$67,942	\$67,942

North Country Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
Sub-total			\$269,050	\$0	\$269,050

Attachment A  
Financial Details

Alcohol and Drug  
Services

Vendor Code 155292-8001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$173,931	\$173,931
2022	102-500731	Contracts for Prog Svc	\$0	\$59,449	\$59,449
Sub-total			\$0	\$233,380	\$233,380

West Central  
Services

Vendor Code: 177654-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,899
Sub-total			\$6,795	\$0	\$6,795
Total Clinical Svcs			\$265,750	\$1,718,198	\$2,583,948

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Bridge Street  
Recovery

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$457,000	\$457,000
2022	102-500731	Contracts for Prog Svc	\$0	\$228,000	\$228,000
Sub-total			\$0	\$685,000	\$685,000

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$43,790	\$0	\$43,790
2022	102-500731	Contracts for Prog Svc	\$15,600	\$0	\$15,600
Sub-total			\$59,390	\$0	\$59,390

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Cir/Farnum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$1,132,229	\$1,132,229
2022	102-500731	Contracts for Prog Svc	\$0	\$405,600	\$405,600
Sub-total			\$0	\$1,537,829	\$1,537,829

Attachment A  
Financial Details

FIT/NHNN Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$308,261	\$0	\$308,261
2022	102-500731	Contracts for Prog Svc	\$73,666	\$0	\$73,666
<b>Sub-total</b>			<b>\$381,927</b>	<b>\$0</b>	<b>\$381,927</b>

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Harbor Homes, Inc. Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$743,334	\$743,334
2022	102-500731	Contracts for Prog Svc	\$0	\$266,300	\$266,300
<b>Sub-total</b>			<b>\$0</b>	<b>\$1,009,634</b>	<b>\$1,009,634</b>

HEADREST, Inc. Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$113,562	\$0	\$113,562
2022	102-500731	Contracts for Prog Svc	\$40,600	\$0	\$40,600
<b>Sub-total</b>			<b>\$154,162</b>	<b>\$0</b>	<b>\$154,162</b>

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$168,415	\$168,415
2022	102-500731	Contracts for Prog Svc	\$0	\$60,300	\$60,300
<b>Sub-total</b>			<b>\$0</b>	<b>\$228,715</b>	<b>\$228,715</b>

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$639,109	\$0	\$639,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
<b>Sub-total</b>			<b>\$868,109</b>	<b>\$0</b>	<b>\$868,109</b>

Attachment A  
Financial Details

Southeastern NH  
Alcohol and Drug  
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$555,383	\$555,383
2022	102-500731	Contracts for Prog Svc	\$0	\$199,000	\$199,000
<b>Sub-total</b>			<b>\$0</b>	<b>\$754,383</b>	<b>\$754,383</b>

West Central  
Services Vendor Code: 177B54-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total SOR Grant</b>			<b>\$1,483,588</b>	<b>\$4,215,561</b>	<b>\$5,679,149</b>
<b>Grand Total All</b>			<b>\$2,737,838</b>	<b>\$5,744,478</b>	<b>\$9,482,316</b>

Attachment A  
Financial Details

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-05)

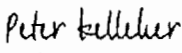
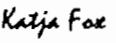
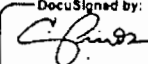
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 77 Northeastern Blvd Nashua, NH 03062	
1.5 Contractor Phone Number (603) 882-3616	1.6 Account Number 05-95-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$1,701,384
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/30/2020		1.12 Name and Title of Contractor Signatory Peter Kelleher President & CEO	
1.13 State Agency Signature DocuSigned by:  Date: 11/30/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/30/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DS  
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 Date 11/30/2020

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials OS  
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Date 11/30/2020

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

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Date 11/30/2020



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and 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  
Substance Use Disorder Treatment and Recovery Support Services  
**EXHIBIT A**



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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT B**



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.
- 1.4. Clinical Services
  - 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
  - 1.4.2. The Contractor shall ensure all clinical services:
    - 1.4.2.1. Focus on the client's strengths;
    - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
    - 1.4.2.3. Are client and family centered;
    - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
  - 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
    - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
    - 1.4.3.2. Requirements for successfully completing the program;

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT B**



- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
  - 1.4.4.1. The provision of information;
  - 1.4.4.2. Risk assessment;
  - 1.4.4.3. Intervention and risk reduction education, and
  - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
  - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
  - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
  - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
    - 1.5.3.1. Methadone.
    - 1.5.3.2. Buprenorphine products, including:
      - 1.5.3.2.1. Single-entity buprenorphine products;
      - 1.5.3.2.2. Buprenorphine/naloxone tablets;
      - 1.5.3.2.3. Buprenorphine/naloxone films; and
      - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
    - 1.5.3.3. Long-acting injectable buprenorphine products.
    - 1.5.3.4. Buprenorphine implants.
    - 1.5.3.5. Injectable extended-release naltrexone.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

**1.6. Transition Plan**

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
  - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
  - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
  - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

**1.7. Resiliency and Recovery Oriented Systems of Care**

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
  - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
  - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

**1.8. Substance Use Disorder Treatment Services**

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Partial Hospitalization as defined as ASAM Criteria, Level 2.5. The Contractor shall ensure partial hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. The Contractor shall ensure partial hospitalization is provided to individuals for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 1.8.5. The Contractor shall provide Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. The Contractor shall ensure withdrawal management services provide a combination of clinical and/or medical services utilized to stabilize the individual while they are undergoing withdrawal.
- 1.8.6. The Contractor shall provide Residential Withdrawal Management services as defined as an ASAM Criteria, Level 3.7-WM residential service. The Contractor shall provide withdrawal management services that include a combination of clinical and/or medical services that are utilized to stabilize a client while the client undergoes withdrawal.

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- 1.8.7. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.
- 1.8.8. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.
- 1.8.9. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. The Contractor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 1.8.10. The Contractor shall provide Specialty Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.1 and above. The Contractor shall provide residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.
- 1.8.11. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall:
- 1.8.11.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider as clinically appropriate.



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- 1.8.11.2. Coordinate care and meet all requirements for the service provided.
- 1.8.11.3. Deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
- 1.8.11.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.10, above.

**1.9. Recovery Support Services**

1.9.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

1.9.2. The Contractor shall provide recovery support services in coordination with providing services in Paragraphs 1.8.1 through 1.8.10 to an individual, as follows:

**1.9.2.1. Intensive Case Management**

1.9.2.1.1. The Contractor shall provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment

**1.9.2.2. Transportation for Pregnant Women and Parenting Individuals:**

1.9.2.2.1. The Contractor shall provide transportation services to pregnant women and parenting individuals to and from services, as required by the individual's treatment plan.

1.9.2.2.2. The Contractor may use Contractor-owned vehicles; purchase public transportation passes; or pay for cab fare. The Contractor shall:

1.9.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

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1.9.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

1.9.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

1.9.2.3. Child Care for Parenting Individuals:

1.9.2.3.1. The Contractor shall provide child care to children of parenting individuals while the individual is in treatment and case management services.

1.9.2.3.2. The Contractor may directly provide child care or pay for childcare provided by a licensed childcare provider.

1.9.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations, including but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

1.10. Enrolling Individuals for Services

1.10.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.

1.10.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:

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- 1.10.2.1. Ensure all attempts at contact are documented in the individual record or call log;
- 1.10.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
- 1.10.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and
- 1.10.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.10.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.10.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.10.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
  - 1.10.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
  - 1.10.5.2. During treatment only when determined by a Licensed Counselor.
- 1.10.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
  - 1.10.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or

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- 1.10.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
  - 1.10.6.2.1. A service with a lower Intensity ASAM Level of Care;
  - 1.10.6.2.2. A service with the next available higher intensity ASAM Level of Care;
  - 1.10.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
  - 1.10.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
  - 1.10.7.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
    - 1.10.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
    - 1.10.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
      - 1.10.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
      - 1.10.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):

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- 1.10.7.1.2.2.1. 60-minute individual or group outpatient session per week;
- 1.10.7.1.2.2.2. Recovery support services, as needed by the individual; and
- 1.10.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.10.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.10.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.10.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.10.7.5. Individuals with Opioid Use Disorders.
- 1.10.7.6. Veterans with substance use disorders
- 1.10.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.10.7.8. Individuals who require priority admission at the request of the Department.
- 1.10.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.10.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.10.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
  - 1.10.10.1. The Division for Children, Youth and Families (DCYF).
  - 1.10.10.2. Probation and parole programs.
  - 1.10.10.3. Doorways.
- 1.10.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the

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Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

1.10.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.

1.10.13. The Contractor shall not deny services to an adolescent due to:

1.10.13.1. The parent's inability and/or unwillingness to pay the fee; or

1.10.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.

1.10.14. The Contractor shall provide services to eligible individuals who:

1.10.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;

1.10.14.2. Have co-occurring mental health disorders; and/or

1.10.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

1.10.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.

1.10.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:

1.10.16.1. Kitchens.

1.10.16.2. Group rooms.

1.10.16.3. Recreation rooms and/or areas.

**1.11. Denial of Services**

1.11.1. The Contractor shall ensure individuals who are denied services:

1.11.1.1. Are informed of the reason for denial; and

1.11.1.2. Receive assistance with identifying an accessing appropriate available treatment.

1.11.2. The Contractor shall not deny services to any individual solely because the individual:

1.11.2.1. Previously left treatment against the advice of staff;

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- 1.11.2.2. Relapsed from an earlier treatment;
- 1.11.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 1.11.2.4. Has been diagnosed with a mental health disorder.

**1.12. Waitlists**

- 1.12.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
- 1.12.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

**1.13. Assistance with Enrolling in Insurance Programs**

- 1.13.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:
  - 1.13.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
  - 1.13.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

**1.14. Service Delivery Activities and Requirements**

- 1.14.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:
  - 1.14.1.1. All policies and procedures are reviewed and revised, as necessary.
  - 1.14.1.2. All staff providing services receive training on policies and procedures currently in place.
  - 1.14.1.3. Maintenance of specific policies that include, but are not limited to:
    - 1.14.1.3.1. Client rights, grievance and appeals policies and procedures.
    - 1.14.1.3.2. Progressive discipline, leading to administrative discharge.

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- 1.14.1.3.3. Reporting and appealing staff grievances.
- 1.14.1.3.4. Policies on client alcohol and other drug use while in treatment.
- 1.14.1.3.5. Policies on client and employee smoking.
- 1.14.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.
- 1.14.1.3.7. Policies and procedures for holding a client's possessions.
- 1.14.1.3.8. Secure storage of staff medications.
- 1.14.1.3.9. A client medication policy.
- 1.14.1.3.10. Urine specimen collection, as applicable, that:
  - 1.14.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
  - 1.14.1.3.10.2. Minimize falsification.
- 1.14.1.3.11. Safety and emergency procedures on:
  - 1.14.1.3.11.1. Medical emergencies;
  - 1.14.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 1.14.1.3.11.3. Reporting employee injuries;
  - 1.14.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 1.14.1.3.11.5. Emergency closings; and
  - 1.14.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.14.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).

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- 1.14.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.14.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.14.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
  - 1.14.2.1. During initial contact.
  - 1.14.2.2. During screening.
  - 1.14.2.3. At intake.
  - 1.14.2.4. During admission.
  - 1.14.2.5. During on-going treatment services.
  - 1.14.2.6. At discharge.
- 1.14.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
  - 1.14.3.1. During initial contact.
  - 1.14.3.2. During screening.
  - 1.14.3.3. At intake.
  - 1.14.3.4. During admission.
  - 1.14.3.5. During on-going treatment services.
- 1.14.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.14.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and

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- 1.14.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.14.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
  - 1.14.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
    - 1.14.5.1.1. Specific with clearly defined action steps;
    - 1.14.5.1.2. Measurable with clear criteria for progress and completion;
    - 1.14.5.1.3. Attainable and within the individual's ability to achieve;
    - 1.14.5.1.4. Realistic while ensuring the resources are available to the individual; and
    - 1.14.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
  - 1.14.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
  - 1.14.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
    - 1.14.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
    - 1.14.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
    - 1.14.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and

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- 1.14.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.14.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.14.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
  - 1.14.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
  - 1.14.6.2. Ensure providers include, but are not limited to:
    - 1.14.6.2.1. A primary care provider, as appropriate.
    - 1.14.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
    - 1.14.6.2.3. Medication assisted treatment provider, as appropriate.
    - 1.14.6.2.4. Peer recovery support provider, as appropriate.
  - 1.14.6.3. Coordinate with local recovery community organizations, if available, in order to:
    - 1.14.6.3.1. Bring peer recovery support providers into the treatment setting;
    - 1.14.6.3.2. Meet with individuals to describe available services; and
    - 1.14.6.3.3. Engage individuals in peer recovery support services as applicable.
  - 1.14.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
  - 1.14.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
    - 1.14.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.

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- 1.14.6.5.2. Probation and/or parole programs, as applicable
- 1.14.6.5.3. The Doorways, as applicable.
- 1.14.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.14.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
  - 1.14.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
  - 1.14.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
    - 1.14.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
    - 1.14.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
    - 1.14.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the

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individual's problems can be addressed effectively.

1.14.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.14.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.14.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.14.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.14.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.14.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

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1.14.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.14.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.14.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.14.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.14.9. The Contractor shall deliver services in this Contract in accordance with:

1.14.9.1. The ASAM Criteria (2013).

1.14.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.15. Individual and Group Education**

1.15.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:

1.15.1.1. Hepatitis C Virus (HCV).

1.15.1.2. Human Immunodeficiency Virus (HIV).

1.15.1.3. Sexually Transmitted Diseases (STD).

1.15.1.4. Tobacco Treatment Tools that include:

1.15.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;

1.15.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

1.15.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

**1.16. Medication Services**

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- 1.16.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.
- 1.16.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:
  - 1.16.2.1. The client's name;
  - 1.16.2.2. The medication name and strength;
  - 1.16.2.3. The prescribed dose;
  - 1.16.2.4. The route of administration;
  - 1.16.2.5. The frequency of administration; and
  - 1.16.2.6. The date ordered.
- 1.16.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.16.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:
  - 1.16.4.1. All medications are kept in a storage area that is:
    - 1.16.4.1.1. Locked and accessible only to authorized personnel;
    - 1.16.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 1.16.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 1.16.4.1.4. Equipped to maintain medication at the proper temperature.
  - 1.16.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 1.16.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.

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- 1.16.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.16.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
  - 1.16.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
  - 1.16.6.2. OTC medication is stored in accordance with medication storage requirements above; and
  - 1.16.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 1.16.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
  - 1.16.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
  - 1.16.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
  - 1.16.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.16.8. The Contractor shall document in an individual client medication log:
  - 1.16.8.1. The medication name, strength, dose, frequency and route of administration;
  - 1.16.8.2. The date and the time the medication was taken;
  - 1.16.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 1.16.8.4. The reason for any medication refused or omitted.
- 1.16.9. The Contractor shall ensure upon a client's discharge that:
  - 1.16.9.1. The medication log is included in the client's record; and
  - 1.16.9.2. The client is provided with remaining medication to take with him or her

**1.17. Tobacco Free Environment**

- 1.17.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:



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- 1.17.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
- 1.17.1.2. Apply to employees, individuals and employee or individual visitors.
- 1.17.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
- 1.17.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
- 1.17.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 1.17.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
  - 1.17.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
  - 1.17.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
  - 1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.
  - 1.17.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 1.17.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.17.3. The Contractor shall ensure the tobacco free environment policy is:
  - 1.17.3.1. Posted in the Contractor's facilities.
  - 1.17.3.2. Posted in all Contractor vehicles.
  - 1.17.3.3. Included in employee, individual, and visitor orientations.
- 1.17.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

**1.18. Staffing**

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- 1.18.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 1.18.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
  - 1.18.2.1. Job title;
  - 1.18.2.2. Physical requirements of the position;
  - 1.18.2.3. Education and experience requirements of the position;
  - 1.18.2.4. Duties of the position;
  - 1.18.2.5. Positions supervised; and
  - 1.18.2.6. Title of immediate supervisor.
- 1.18.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
  - 1.18.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
  - 1.18.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
  - 1.18.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 1.18.3.3.1. Felony convictions in this or any other state;
    - 1.18.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 1.18.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.18.4. The Contractor shall ensure all staff, including contracted staff:
  - 1.18.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

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- 1.18.4.2. Do not exceed the criminal background standards established above;
- 1.18.4.3. Are licensed, registered or certified as required by state statute and as applicable;
- 1.18.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
  - 1.18.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
  - 1.18.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
  - 1.18.4.4.3. Confidentiality requirements;
  - 1.18.4.4.4. Grievance procedures for both clients and staff;
  - 1.18.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
  - 1.18.4.4.6. Topics covered by both the administrative and personnel manuals;
  - 1.18.4.4.7. The Contractor's infection prevention program;
  - 1.18.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
  - 1.18.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.18.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.18.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.18.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.18.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:

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- 1.18.5.1.1. The name of the examinee.
- 1.18.5.1.2. The date of the examination.
- 1.18.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
- 1.18.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
- 1.18.5.1.5. The dated signature of the licensed health practitioner.
- 1.18.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
- 1.18.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.18.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.18.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.18.7.1. A completed application for employment or a resume, including:
    - 1.18.7.1.1. Identification data; and
    - 1.18.7.1.2. The education and work experience of the employee.
  - 1.18.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 1.18.7.2.1. Position title;
    - 1.18.7.2.2. Qualifications and experience; and
    - 1.18.7.2.3. Duties required by the position.

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- 1.18.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
- 1.18.7.4. A signed and dated record of orientation.
- 1.18.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
- 1.18.7.6. Records of screening for communicable diseases results required above.
- 1.18.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.18.7.8. Documentation of annual in-service education.
- 1.18.7.9. Information on the general content and length of all continuing education or educational programs attended/
- 1.18.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.18.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.18.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.18.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 1.18.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
  - 1.18.7.11.4. Documentation of the criminal records check.

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1.18.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

1.18.8.1. A minimum of one (1) licensed supervisor, defined as:

1.18.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

1.18.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

1.18.8.1.3. Licensed mental health provider.

1.18.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:

1.18.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

1.18.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.18.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

1.18.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support

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services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

- 1.18.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
  - 1.18.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
    - 1.18.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
    - 1.18.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.18.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.18.11. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.18.12. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.18.13. The Contractor shall ensure supervision includes the following techniques:
  - 1.18.13.1. Review of case records;
  - 1.18.13.2. Observation of interactions with clients;
  - 1.18.13.3. Skill development; and
  - 1.18.13.4. Review of case management activities.
- 1.18.14. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.18.15. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.18.16. The Contractor shall provide training to staff on:
  - 1.18.16.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

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- 1.18.16.2. The 12 Core Functions;
- 1.18.16.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
- 1.18.16.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.18.17. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.18.18. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.18.18.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.18.18.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.18.19. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.18.20. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.18.21. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.18.21.1. A Department-approved ethics course;
  - 1.18.21.2. A Department-approved course on the 12 Core Functions;

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- 1.18.21.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
- 1.18.21.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.18.22. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.18.23. The Contractor shall ensure staff receive continuing education relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.18.24. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
  - 1.18.24.1. The contract requirements.
  - 1.18.24.2. All policies and procedures provided by the Department.
- 1.18.25. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.18.25.1. Hepatitis C (HCV);
  - 1.18.25.2. Human immunodeficiency virus (HIV);
  - 1.18.25.3. Tuberculosis (TB); and
  - 1.18.25.4. Sexually transmitted diseases (STDs).

**1.19. Facilities License**

- 1.19.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.19.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.19.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

**1.20. Inspections**

- 1.20.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act

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(ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:

- 1.20.1.1. A reception area separate from living and treatment areas;
- 1.20.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
- 1.20.1.3. Secure storage of active and closed confidential client records; and
- 1.20.1.4. Separate and secure storage of toxic substances.
- 1.20.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
  - 1.20.2.1. The facility premises;
  - 1.20.2.2. All programs and services provided under the contract; and
  - 1.20.2.3. Any records required by the contract.
- 1.20.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.20.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

**1.21. Web Information Technology System (WITS)**

- 1.21.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.21.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
- 1.21.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
  - 1.21.3.1. Is not entered into the WITS system; and
  - 1.21.3.2. Does not receive services described this contract.
  - 1.21.3.3. Is assisted with finding alternative payers for the required services.
- 1.21.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

**1.22. Quality Improvement**

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- 1.22.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
  - 1.22.1.1. Participating in electronic and in-person individual record reviews.
  - 1.22.1.2. Participating in site visits.
  - 1.22.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.22.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.22.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
  - 1.22.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.22.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.22.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.22.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

**1.23. Client Discharge and Transfer**

- 1.23.1. The Contractor may discharge a client from a program due to:
  - 1.23.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
  - 1.23.1.2. The client terminates from the program due to:
    - 1.23.1.2.1. Administrative discharge;
    - 1.23.1.2.2. Non-compliance with the program;
    - 1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; and
  - 1.23.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and

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- 1.23.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
  - 1.23.2.1. The dates of admission and discharge or transfer.
  - 1.23.2.2. The client's psychosocial substance abuse history and legal history.
  - 1.23.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
  - 1.23.2.4. The reason for discharge or transfer.
  - 1.23.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
  - 1.23.2.6. A summary of the client's physical condition at the time of discharge or transfer.
  - 1.23.2.7. A continuing care plan, including all ASAM domains.
  - 1.23.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
  - 1.23.2.9. The dated signature of the counselor completing the summary.
- 1.23.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.23.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
  - 1.23.4.1. The discharge summary;
  - 1.23.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.23.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.23.4.3.1. TB test results;
    - 1.23.4.3.2. A record of the client's treatment history, and

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- 1.23.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.23.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 1.23.5.1. Includes recommendations for continuing care in all ASAM domains;
  - 1.23.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 1.23.5.3. Assists the client in making contact with other agencies or services.
- 1.23.6. The Contractor may administratively discharge a client from a program only if:
  - 1.23.6.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 1.23.6.2. The client is non-compliant with prescription medications;
  - 1.23.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
  - 1.23.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

**1.24. Client Rights**

**1.24.1. Notice of Client Rights**

- 1.24.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
  - 1.24.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
  - 1.24.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
  - 1.24.1.1.3. Notification of rights are documented in the client record.
  - 1.24.1.1.4. Posting the notices continuously and conspicuously;
  - 1.24.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in

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each program and each residence, as applicable.

- 1.24.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

**1.25. Administrative Remedies**

- 1.25.1. The Department may impose administrative remedies for violations of contract requirements, including:

- 1.25.1.1. Requiring a Contractor to submit a plan of correction (POC);
- 1.25.1.2. Imposing a directed POC upon a Contractor;
- 1.25.1.3. Suspension of a contract; or
- 1.25.1.4. Revocation of a contract.

- 1.25.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:

- 1.25.2.1. Identifies each deficiency;
- 1.25.2.2. Identifies the specific remedy(s) that has been proposed; and
- 1.25.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

- 1.25.3. A POC shall be developed and enforced in the following manner:

- 1.25.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:

- 1.25.3.1.1. How the Contractor intends to correct each deficiency;
- 1.25.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
- 1.25.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;

- 1.25.3.2. The Department shall review and accept each POC that:

- 1.25.3.2.1. Achieves compliance with contract requirements;

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- 1.25.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
- 1.25.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
- 1.25.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.25.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.25.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.25.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.25.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.25.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.25.4.1. Reviewing materials submitted by the Contractor;
  - 1.25.4.2. Conducting a follow-up inspection; or
  - 1.25.4.3. Reviewing compliance during the next scheduled inspection;
- 1.25.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.25.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.25.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.25.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.25.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.25.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

SS-2021-BDAS-04-SUBST-05

Harbor Homes, Inc.

Contractor Initials PK<sup>OS</sup>  
Date 11/30/2020

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- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10<sup>th</sup> day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
  - 3.2.1. 100% of all individuals at admission;
  - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
  - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
  - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
  - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
  - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
    - 3.4.1.1. Abuse.
    - 3.4.1.2. Neglect.
    - 3.4.1.3. Exploitation.
    - 3.4.1.4. Rights violation.



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- 3.4.1.5. Missing person.
- 3.4.1.6. Medical emergency.
- 3.4.1.7. Restraint.
- 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
  - 3.7.1. When the sentinel even involves any individual receiving services under this contract;
  - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
    - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
    - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
    - 3.7.2.3. Location, date, and time of the event;
    - 3.7.2.4. Description of the event, including what, when; where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
    - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
    - 3.7.2.6. The identification of any media that had reported the event; and
  - 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
  - 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
  - 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

**4. Performance Measures**

SS-2021-BDAS-04-SUBST-05

Harbor Homes, Inc.

Contractor Initials OS  
pk  
Date 11/30/2020

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4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:

4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;

4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;

4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;

4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and

4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:

4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.

4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.

4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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**5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license

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or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final

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Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organization and entity level, and Cash Flow Statement for the Contractor. All statements shall be reflective of the entire Harbor Care organization and shall be submitted once reviewed and approved by the Board, but no later than the 30<sup>th</sup> of the following month. The Contractor will be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to ~~date~~ debt

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- service.
- 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
  - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
  - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
  - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
  - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of 0.30:1, with a 20% variance allowed.
- 7.1.5. Total Lines of Credit
  - 7.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.
  - 7.1.5.2. The contractor will report on any new borrowing activities.
  - 7.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 7.2. In the event that the Contractor's annual audit reflects an operating loss, or the Contractor does not meet either:
  - 7.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 7.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
  - 7.2.3. Does not meet the reporting timeframe; then
- 7.3. The Department may:
  - 7.3.1. Require the Contractor meet with Department staff to explain the

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reasons the Contractor has not met the standards.

7.3.2. Require the Contractor to submit a comprehensive corrective action plan within twenty (20) calendar days of notification that any provisions outlined in 7.2 have not been met. The corrective action plan shall include:

7.3.2.1. The specific reason(s) the Contractor did not achieve the standard;

7.3.2.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.

7.3.2.3. A date by which the reason(s) for noncompliance will be resolved.

7.3.3. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:

7.3.3.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

7.3.3.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.

7.6. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for any other reason.

7.7. The Contractor shall create an Audit Sub-Committee of the Board for the purpose of procuring audit services through an open bid process for fiscal year 2021.

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- 7.8. Program-level Profit and Loss Statement for the organization shall be submitted at the time of the monthly claims batch. The program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program, and shall include a budget column allowing for budget to actual analysis.
  - 7.9. Additionally, the Contractor shall supply a year-to-date program-level Profit and Loss Statements for all Harbor Care programs on a bi-annual basis, for December 31 (to be submitted by January 31, 2021) and June 30 (submitted by July 31, 2021). The program-level profit and loss shall include all revenue sources and all related expenditures for each program, and shall include a budget column allowing for budget to actual analysis.

**8. Contract Compliance Audits**

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.



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**Payment Terms**

1. Source(s) of Funding
  - 1.1. This Agreement is funded by:
    - 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
    - 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI081685 #TI083326;
    - 1.1.3. 10.829%, general funds; and
    - 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
  - 1.2. The Sources of Funding listed in Section 1.1 represents the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Non Reimbursement for Services
  - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
    - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
    - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
    - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.

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- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:

3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
  - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
  - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
  - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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5. Calculating the Amount to Charge the Department Applicable to All Services

- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
  - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.2. Second: Charge the client according to Section 13, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 13 Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount

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New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
**EXHIBIT C**



specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.

- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
  - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
  - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients in residential level of care who have Opioid Use Disorder (OUD) or stimulant use disorders, as defined in the SOR Grant.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD or stimulant use disorders in residential level of care.
  - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$1,009,634**.
  - 6.3. The Contractor shall maintain documentation of the following:
    - 6.3.1. Medicaid ID of the Client.
    - 6.3.2. WITS ID of the Client, if applicable.
    - 6.3.3. Period for which room and board payments apply.
    - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
    - 6.3.5. Amount being billed to the Department for the service.
  - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or stimulant use disorders.
  - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

**New Hampshire Department of Health and Human Services  
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**7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services**

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and

7.1.2. The charges to the Department.

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

<b>Table A</b>	
<b>If the percentage of Client's income of the Federal Poverty Level (FPL) is:</b>	<b>Then the Contractor may charge the client up to the following amount for room and board per week:</b>
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

**8. Charging for Clinical Services under Transitional Living**

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, Granite Advantage, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.4.2 and 5.4.3 above for clinical services provided only when the client does not have any other payer source other than this contract.

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**9. Additional Billing Information: Intensive Case Management Services**

- 9.1. The Contractor shall charge for Intensive Case Management Services in accordance with Section 5 above for clients admitted to programs in accordance to Exhibit B, Scope of Services and only after billing other public and private insurance.
- 9.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.
- 9.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

**10. Additional Billing Information: Transportation**

- 10.1. The Contractor shall seek reimbursement in accordance with Section 5 and, upon prior approval of the Department, for transportation provided, as follows:
  - 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit C-1, Service Fee Table, Table A, for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan.
  - 10.1.2. If the Contractor's staff works less than a full hour, the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed.
  - 10.1.3. At the actual cost if purchasing transportation passes or paying for cab fare, in order for the client to receive transportation to and from services specified in the client's treatment plan.
- 10.2. The Contractor shall maintain records and keep receipts to support the cost of transportation and provide records and receipts to the Department upon request.

**11. Additional Billing Information: Child Care**

- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided, as follows:
  - 11.1.1. At the hourly rate in Exhibit C-1, Service Fee Table, Table A, when the Contractor's staff provides child care while the client is receiving treatment or recovery support services.
  - 11.1.2. At the actual cost to purchase childcare when provided by a licensed childcare provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the costs of childcare and provide records and receipts to the Department upon request.

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**New Hampshire Department of Health and Human Services  
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EXHIBIT C**



**12. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)**

12.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:

**12.1.1. Medication**

12.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b); except for Section 12.2.2 below.

12.1.1.2. The Contractor shall be reimbursed for MAT with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

12.1.1.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to seven (7) days per week, using the code for Methadone in an OTP as H0020, and the code for buprenorphine in an OTP as H0033.

12.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.

12.1.1.3. The Contractor shall maintain documentation of the following:

12.1.1.3.1. WITS Client ID Number;

12.1.1.3.2. Period for which prescription is intended;

12.1.1.3.3. Name and dosage of the medication;

12.1.1.3.4. Associated Medicaid Code;

12.1.1.3.5. Charge for the medication;

12.1.1.3.6. Client cost share for the service; and

12.1.1.3.7. Amount being billed to the Department for the service.

**12.1.2. Physician Time**

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 EXHIBIT C**



- 12.1.2.1. The Contractor agrees that Physician Time is the time spent by a physician or other medical professional to provide MAT Services, including but not limited to:
  - 12.1.2.1.1. Assessing the client's appropriateness for a medication.
  - 12.1.2.1.2. Prescribing and/or administering a medication.
  - 12.1.2.1.3. Monitoring the client's response to a medication.
- 12.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.
- 12.1.2.3. The Contractor shall maintain documentation of the following:
  - 12.1.2.3.1. WITS Client ID Number;
  - 12.1.2.3.2. Date of Service;
  - 12.1.2.3.3. Description of service;
  - 12.1.2.3.4. Associated Medicaid Code;
  - 12.1.2.3.5. Charge for the service;
  - 12.1.2.3.6. Client cost share for the service; and
  - 12.1.2.3.7. Amount being billed to the Department for the service.

**13. Sliding Fee Scale**

- 13.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 13.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%

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250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

13.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

14. Submitting Charges for Payment

14.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 14.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 14.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 14.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 14.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 14.1.5. Submit separate batches for each billing month.

14.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

14.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

14.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

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**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
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- 14.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 14.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 14.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 14.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 14.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date:
- 14.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 14.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 14.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 14.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 14.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**

- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
  - 15.2.1. Make cash payments to intended recipients of substance abuse services.

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**New Hampshire Department of Health and Human Services  
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EXHIBIT C**



- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
  - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
  - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**16. Audits**

- 16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
  - 16.1.1. 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.

**New Hampshire Department of Health and Human Services  
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EXHIBIT C**



- 16.1.2. 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.
- 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department by March 31st 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

**Exhibit C-1**

**Service Fee Table**

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

**Table A**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
1.7.	Transitional Living for room and board only	\$75.00	Per day
1.8.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day

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New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit C-1

	Service	Maximum Allowable Charge	Unit
1.9.	Low-Intensity Residential for Medicaid clients with OUD or stimulant use disorders- Enhanced Room and Board	\$100.00	Per day
1.10	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.11	High-Intensity Residential for Medicaid clients with OUD or stimulant use disorders- Enhanced Room and Board	\$100.00	Per day
1.12	High-Intensity Residential for all other Pregnant and Parenting Women: Room and Board	\$75.00	Per Day
1.13	High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day
1.14	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.15	Integrated Medication Assisted Treatment - Medication	See Exhibit C, Section 12.1	See Exhibit C, Section 12.1
1.16	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day

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New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



Exhibit C-1

1.17	Individual Intensive Case Management	\$16.50	15 min
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New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services

Exhibit C-1

	Service	Maximum Allowable Charge	Unit
1.18	Group Intensive Case Management	\$5.50	15 min
1.19	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.20	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.21	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to \$5.00	Per 15 minutes
1.22	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.23	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider





New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

- US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
- US DEPARTMENT OF EDUCATION - CONTRACTORS**
- US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

11/30/2020

Date

DocuSigned by:

*Peter Kelleher*

Name: Peter Kelleher

Title: President & CEO



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

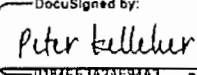
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/30/2020

Date

DocuSigned by:  
  
 Name: Peter Kelleher  
 Title: President & CEO

Vendor Initials   
 Date 11/30/2020

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/30/2020

Date

DocuSigned by:
Peter Kelleher
Name: Peter Kelleher
Title: President & CEO

Contractor Initials: PK
Date: 11/30/2020

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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pk

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/30/2020

Date

DocuSigned by:  
*Peter Kelleher*  
Name: Peter Kelleher  
Title: President & CEO

Exhibit G

Contractor Initials pk

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/30/2020

Date

DocuSigned by:  
*Peter Kelleher*  
Name: Peter Kelleher  
Title: President & CEO





## 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 <sup>ed by</sup> Business Associate from or on behalf of Covered Entity.

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Exhibit I  
 Health Insurance Portability Act  
 Business Associate Agreement  
 Page 1 of 6

Contractor Initials

pk

Date 11/30/2020



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Contractor Initials DS  
PK

Date 11/30/2020



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e: If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials pk

Date 11/30/2020



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials PK

Date 11/30/2020



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
 The State by: Katja Fox  
 Signature of Authorized Representative  
 katja Fox  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 11/30/2020  
 Date

Harbor Homes, Inc.  
 Name of the Contractor Peter Kelleher  
 Signature of Authorized Representative  
 Peter Kelleher  
 Name of Authorized Representative  
 President & CEO  
 Title of Authorized Representative  
 11/30/2020  
 Date



New Hampshire Department of Health and Human Services  
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

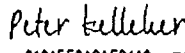
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/30/2020

Date

DocuSigned by:  
  
 Name: Peter Kelleher  
 Title: President & CEO

Contractor Initials   
 Date 11/30/2020

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 13-186-4357

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

- 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability: In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hope on Haven Hill, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.21., Paragraph 1.21.4 to read:
  - 1.21.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, including:
    - 1.21.4.1. Individuals receiving BDAS-funded SUD treatment services,
    - 1.21.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.21.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.5 to read:
  - 1.21.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.21, by adding Paragraph 1.21.6 to read:
  - 1.21.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title, to read:
  - 5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L Amendment #1 Sample End User License

Agreement with the State of New Hampshire prior to such referencing or marketing

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine

6. Modify Exhibit C, Payment Terms, Section 6, to read:

6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) or Stimulant Use Disorder in Residential Level of Care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD or Stimulant Use Disorder in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$228,715**.

6.3. The Contractor shall maintain documentation that includes, but is not limited to:

6.3.1. Medicaid ID of the Client.

6.3.2. WITS ID of the Client, if applicable.

6.3.3. Period for which room and board payments apply.

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.

6.3.5. Amount being billed to the Department for the service.

6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Modify Exhibit C, Payment Terms, Section 11, Submitting Charges for Payment, Subsection 11.5. to read:

11.5 The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder and/or Stimulant Use Disorder that are Medicaid coded for both residential and transitional living services.



8. Modify Exhibit C-1, Service Fee Table, Table A, Row 1.7. to read:

	<b>Service</b>	<b>Maximum Charge</b>	<b>Allowable</b>	<b>Unit</b>
1.7	Low-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder Enhanced Room and Board	\$100.00		Per day

9. Modify Exhibit C-1, Service Fee Table, Table A, Row 1.9 to read:

	<b>Service</b>	<b>Maximum Charge</b>	<b>Allowable</b>	<b>Unit</b>
1.9	High-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder Enhanced Room and Board	\$100.00		Per day

10. Add Exhibit L, Amendment #1 - Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/17/2021  
Date

DocuSigned by:  
*Katja Fox*  
Name: Katja Fox  
Title: Director

Hope on Haven Hill, Inc.

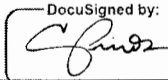
5/17/2021  
Date

DocuSigned by:  
*Kerry Norton*  
Name: Kerry Norton  
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/17/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

This End User License Agreement ("EULA") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

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**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
  
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_

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5/17/2021



# State of New Hampshire

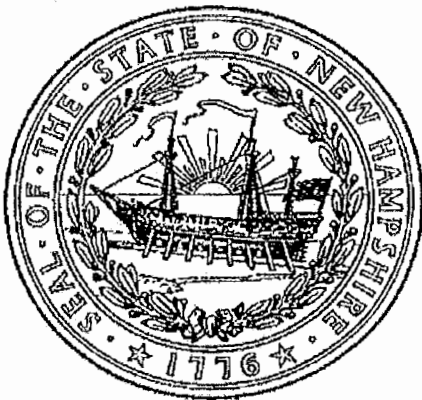
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IIOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. 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: 735370

Certificate Number: 0005353140



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael J. Murphy, hereby certify that:  
(Name of elected Officer of the Corporation/LLC; cannot be contract signatory)

- 1. I am a duly elected Clerk/Secretary/Officer of TRIZSWAN, OF HOPKON HAVEN HILL FNC  
(Corporation/LLC Name)
- 2. The following is a true copy of a vote taken at a meeting of Board of Directors/shareholders, duly called and held on APRIL 16, 2021, at which a quorum of Directors/shareholders were present and voting.  
(Date)

VOTED: That KERRY MORTON + LISA POLLARD (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of HOPKON HAVEN HILL FNC to enter into contracts or agreements with the State  
(Name of Corporation/LLC) <sup>Fnc.</sup>

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 affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: APRIL 20, 2021

Michael J. Murphy  
Signature of Elected Officer  
Name: Michael Murphy  
Title: TRIZSWAN





## **HOPE ON HAVEN HILL**

**326 ROCHESTER HILL RD, ROCHESTER, NH**

**Mission:** To provide a nurturing home environment to pregnant women with a Substance Use Disorder who are in recovery, along with their children, for up to a year postpartum.

**Vision:** By providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching we will support women who are homeless or imminently homeless in their Recovery from addiction who pregnant or parenting. An enriched self-esteem, confidence and a tool-belt full of life skills will promote independence and sustained Sobriety.

**Email:** [info@hopeonhavenhill.org](mailto:info@hopeonhavenhill.org)

**Facebook:** <https://www.facebook.com/hopeonhavenhill>

**Website:** [www.hopeonhavenhill.org](http://www.hopeonhavenhill.org)

**Mailing Address:** Hope on Haven Hill P.O. Box 1272, Rochester, NH 03867

**Phone:** 603-841-5353 or 603-948-1230



# HOPE ON HAVEN HILL

**AUDIT OF FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2020 AND 2019**

**HOPE ON HAVEN HILL, INC.**

**AUDIT OF FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2020 AND 2019**

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INDEPENDENT AUDITORS' REPORT

January 15, 2021

To the Board of Directors  
Hope on Haven Hill, Inc.  
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019 and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

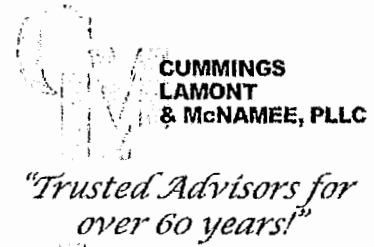
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Cummings, Lamont & McNamee, PLLC*

Certified Public Accountants  
Stratham, New Hampshire



CERTIFIED PUBLIC ACCOUNTANTS

2 Storer Street  
PO Box 328  
Kennebunk, Maine 04043-0328  
TEL 207 985-3339  
FAX 207 985-1339

One New Hampshire Avenue  
Suite 125  
Portsmouth, NH 03801  
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FAX 603 430-6209

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Raymond L. Bald, CPA, CFE  
Cindy K. Edwards, MBA  
Wanda J. Ring, CPA  
Melanie Bunker, CPA  
Michelle Goldsmith, MST, CPA

Member:  
American Institute of CPAs

Licensed in Maine, New Hampshire  
and Massachusetts

**HOPE ON HAVEN HILL, INC.**  
**STATEMENTS OF FINANCIAL POSITION**

JUNE 30,

ASSETS	2020	2019
<b>CURRENT ASSETS</b>		
Cash	\$ 1,349,324	\$ 948,420
Medical billing receivable	267,758	123,999
Total Current Assets	1,617,082	1,072,419
<b>PROPERTY AND EQUIPMENT</b>		
Building	542,722	542,722
Land	109,917	109,917
Equipment	37,725	3,000
Furniture and fixtures	24,719	17,985
Vehicles	29,683	29,683
Leasehold improvements	171,555	191,955
	916,321	895,262
Less Accumulated depreciation	63,640	36,198
Total Property and Equipment, Net	852,681	859,064
<b>OTHER ASSETS</b>		
Deposits	-	1,600
Total Other Assets	-	1,600
Total Assets	\$ 2,469,763	\$ 1,933,083

*See Notes to Financial Statements*



## HOPE ON HAVEN HILL, INC.

## STATEMENTS OF FINANCIAL POSITION

JUNE 30,

	<u>2020</u>	<u>2019</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 4,527	\$ 1,469
Accrued expenses	59,686	67,266
Current portion of long-term debt	<u>31,576</u>	<u>31,262</u>
Total Current Liabilities	<u>95,789</u>	<u>99,997</u>
LONG-TERM LIABILITIES		
Note payable, net of current portion	63,662	87,393
PPP loan	<u>186,600</u>	<u>-</u>
Total Long-Term Liabilities	<u>250,262</u>	<u>87,393</u>
Total Liabilities	<u>346,051</u>	<u>187,390</u>
NET ASSETS		
Net assets without donor restrictions	2,094,241	1,745,693
Net assets with donor restrictions	<u>29,471</u>	<u>-</u>
Total Net Assets	<u>2,123,712</u>	<u>1,745,693</u>
Total Liabilities and Net Assets	<u>\$ 2,469,763</u>	<u>\$ 1,933,083</u>

See Notes to Financial Statements

## HOPE ON HAVEN HILL, INC.

## STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2020

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	\$ 148,144	\$ -	\$ 148,144
Grants	1,025,505	35,000	1,060,505
Insurance reimbursement revenue	704,991	-	704,991
Fundraising	25,837	-	25,837
Other income	14,115	-	14,115
Interest income	154	-	154
Gain (loss) on disposal of property and equipment	(18,910)	-	(18,910)
Net assets released from restrictions	5,529	(5,529)	-
Total Revenue and Other Support	<u>1,905,365</u>	<u>29,471</u>	<u>1,934,836</u>
EXPENSES			
Program Services	1,144,830	-	1,144,830
Supporting Services:			
Management and general	308,448	-	308,448
Fundraising	103,539	-	103,539
Total Supporting Services	<u>411,987</u>	<u>-</u>	<u>411,987</u>
Total Expenses	<u>1,556,817</u>	<u>-</u>	<u>1,556,817</u>
Changes in Net Assets	<u>348,548</u>	<u>29,471</u>	<u>378,019</u>
NET ASSETS, Beginning of Year	<u>1,745,693</u>	<u>-</u>	<u>1,745,693</u>
NET ASSETS, End of Year	<u>\$ 2,094,241</u>	<u>\$ 29,471</u>	<u>\$ 2,123,712</u>

See Notes to Financial Statements

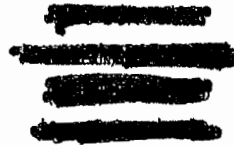


**Board of Directors**

As of January 2021

<p>Sarah Landres, Esq. – Chair Attorney NH Public Defender Program Dover, NH</p> <p>Term ending: 12/2021</p>	<p>Joseph Hannon, MD Volunteer, Community Leader, Politician Lee, NH</p> <p>Term ending: 12/2022</p>
<p>Jillian Mulrooney – Vice Chair Human Resources Manager NH Public Defender Program Concord, NH</p> <p>Term ending: 10/2024</p>	<p>Kathleen Routhier, RN Assistant Nurse Manager WDH Women’s and Children’s Unit Wentworth Douglas Hospital Dover, NH</p> <p>Term ending: 12/2022</p>
<p>Michael Murphy, -Treasurer Certified Public Accountant/Partner Murphy, Powers &amp; Wilson, P.C. Hampton, NH</p> <p>Term ending: 12/2022</p>	<p>Colin Walker Financial Advisor Ameriprise Financial Services</p> <p>Term ending: 02/2024</p>
<p>Christine List – Secretary Attorney Reis &amp; O’Keefe, PLLC Portsmouth, NH</p> <p>Term ending: 02/2025</p>	<p>Nick Couturier President/Principal Broker New Space Real Estate Dover, NH</p> <p>Term ending: 02/2025</p>
<p>Dr. Rebecca Bananski Physician, Garrison Women’s Health Wentworth Douglass Hospital</p> <p>Term Ending: 9/2026</p>	<p>Susan Daigle Community Activist/Educator</p> <p>Term Ending: 9/2026</p>

## Kerrylee Norton, RN



### OBJECTIVE

Management level leadership position within a system of healthcare for pregnant and parenting women utilizing community relations, program development, grant writing, networking, fund development, financial, strategic planning/thinking and board development/management with opportunity for high community impact and personal growth.

**July 2015- Present** – *Executive Director, Hope on Haven Hill, Rochester, NH*

Began in the organization as Co-Founder and Program Director of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Women who reached out to us while unable to access care in NH and assist them with getting support and treatment.

After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

Was promoted to Executive Director in August 2019. Responsible for day-to-day management, administration, operations, and development for HHH.

- Directly manages \$2M annual budget which includes state funds, private donations, funds from foundations and grants, donor solicitations, etc. Provides direct financial reporting to these entities and the Board of Directors.
- Provide leadership to staff and community to ensure the mission and strategic plan is carried out.
- Oversees daily operations, administration, development, capital purchases and clinical.
- Recruit, develop, and manage staff- administration, clinical and clinical.
- Provide direct supervision to: Operations Director and Clinical Director and other staff as needed and appropriate.
- Create and maintain policies and procedures for all programs and operations for the organization.
- Assist the Board of Directors in developing annual budgets, financial planning, and funding of programming, initiatives and strategies that will propel the agency forward (i.e., billing service expansion, facility expansion, etc)

**11/2008-11/13/2015- Maternal Child/Health/Prenatal Nurse, Garrison Women's Health Center, Dover, NH**

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to completing triage on all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

**1/2006-4/2010- Pre-op and Post-op RN/CPSN and Skin wellness, Atlantic Plastic Surgical Center, Portsmouth, NH**

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

**5/1994-10/2008-Maternal Child Health RN/Resource Nurse, Portsmouth Regional Hospital, Portsmouth, NH**

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

**1/2002-1/2005- Pediatric Registered Nurse, Portsmouth Pediatric Associates, Portsmouth, NH**

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends, I became competent in all facets of pediatric care and emergencies.

**1/2002-1/2005- Triage RN and Childbirth Educator, Harbour Women's Health, Portsmouth, NH**

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

**5/19993-5/1995- Triage RN, York OB-GYN Associates, York Me**

Triage all patient concerns and assist physicians with patient care.

**9/1993-5/1994- Substitute School Nurse, SAD 60, Berwick ME**

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

### **Education:**

- NHCC, Manchester, NH- Associates in Science, Nursing
- Franklin University, Bachelor of Science, Nursing
- Franklin University, BSN-MSN Nursing current enrolled, graduation 2022

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN and STABLE. Maine State Registered Nurse, License compact state.

References upon request

**Lisa M. Pollard, MBA, C.P.M.**

[REDACTED]  
[REDACTED]

[REDACTED] (h)

[REDACTED] (c)

[REDACTED]

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**EXPERIENCE**

**2019 – present Director of Operations**

Hope on Haven Hill, 158 Route 108, Suite D, Somersworth, NH 03878

Current responsibilities include planning, directing, and coordinating the organization's day-to-day operations including, but not limited to, financial, grant, and contract management and compliance; oversight of facilities; supply management; Information Technology; human resources; recruiting and employee benefits; and staff training. In addition, responsible for collaborating with the Executive Director to develop and implement strategies to ensure efficiency and effectiveness of operations; effective communications; drafting Requests for Proposals; completing grant applications; overseeing annual audits; and for ensuring all related State/Federal contractor requirements and grant demands are met. Responsible for supervision of all office and administrative staff, house managers, and clinical director. Currently overseeing the building of a new wellness center for the organization.

**2018 – 2019 Contract Administrator/Assistant Director, Contracts and Procurement Unit**

State of New Hampshire, Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301

Responsibilities included day-to-day supervision of a staff of 16 contract specialists, including assigning work projects, and performing all human resource functions. Worked closely with legal counsel in the preparation and review of Requests for Proposals/Information/Grant Applications (RFPs/RIFs/RGAs); Memoranda of Understanding (MOUs); service contracts; amendments; licensing and nondisclosure agreements; providing guidance on contract language, State rules, laws, and policies; ensuring compliance with state and federal grant requirements, HIPAA requirements, and IT security; facilitating vendor negotiation meetings, staff trainings; participating in special projects including contracts process improvements, implementation of e-Procurement (Strategic Sourcing and Contract Management) modules, and LEAN project management.

**2014-2017 Director, Division of Procurement and Support Services (P&SS)**

State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord, NH 03301

Responsibilities included directing nine areas encompassing approximately 45 employees within the Bureau of Purchase & Property; the Bureau of Graphic Services; the Surplus Food Distribution program for the NH School Lunch Program; the State and Federal Surplus Property programs at White Farm; as well as the State's Real Property; Fleet; Recycling; Merchant Card, and Procurement (PCard) programs.

Duties included reviewing requests for bid/proposal (RFBs/RFPs); drafting/review of statewide commodity and service contracts, MOUs, SLAs, SaaS agreements, etc.; providing oversight of internal/external audits; working closely with the State's legal teams to apply rules and laws, and to interpret language related to the activities within the Division; updating Division policies and procedures; working closely with the Department of Information Technology (DoIT) on statewide IT initiatives such as credit card acceptance by agencies, implementation of a new ERP/POS system at the NH Liquor Commission, upgrades to the State's financial and time systems, etc.; contract negotiations; right-to-know requests; vendor protests/hearings; approving purchase orders; preparation/oversight of Division budgets; LEAN project executive sponsor, and providing legislative input as needed. Assisted in drafting procurement and ethics language for the Senate bill which later became RSA 21-G:37.

**2006-2014 Purchasing Manager/Contract Specialist**

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration for large dollar projects at the various USNH institutions. Duties included preparing formal requests for information/proposals/bids (RFI/RFP/RFBs); conducting site inspections; vendor negotiations; assuring compliance with USNH, state, and federal policies and requirements for procurement; overseeing insurance requirements and mitigating risk to the USNH institutions; assisting with internal/external audits; and supervision of support staff. Worked closely with the USNH senior contract officer and legal counsel to draft, review and negotiate UNH/USNH contract documents.

**2000-2006 Purchasing Agent**

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration of commodities and services for all four USNH institutions, including information technology and office equipment; printing; motor vehicles; and independent contractors. Conducted campus-wide purchasing training; sourcing; site inspections; pre-proposal meetings and bid openings; contract negotiations; and processed purchase orders. Was the "green" buying specialist for UNH.

**EDUCATION**

**2003-2006 Plymouth State University, Plymouth, New Hampshire**

Received Master of Business Administration (MBA) degree in Spring 2006.

**1984-1988 Hawthorne College, Antrim, New Hampshire**

Graduated cum laude in April 1988 with a Bachelor of Science degree in Business Administration and a minor in Psychology. President of Student Council 1987-1988.

**CERTIFICATION**

Received designation as **Certified Purchasing Manager (C.P.M.)** through the Institute for Supply Management (ISM) in July 2009. Renewed July 2014.

**TECHNICAL SKILLS**

Experienced in utilizing the following software and databases: Microsoft Office 365; SharePoint, Access; SCT Banner (Oracle); Lawson/Infor NH First (Oracle), Unimarket ERP, and CutePDF, WITS, and MMIS. Current Notary Public.

**OTHER**

Have previously published magazine articles related to sports and the environment.

**REFERENCES**

Available upon request.

**Beth O'Dell, MS, LCMHC, NCC, 200-RYT**

**Education**

- M.S. Walden University, 2016  
Human Services (Public Policy, Analysis and Planning)
- M.S. Wilmington University, 2013  
Community Counseling  
Advisor: Doris Lauckner, PsyD.
- B.S. Wilmington University, 2005  
Psychology

**Experience**

*Adult ACT Clinician*

October 2016-Present

Center for Life Management, Derry, NH

Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meeting. Develop and implement a Yoga for Mental Health group program within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and trainings as required.

*SAPR Support Specialist*

August 2013-September 2016

Sexual Assault Prevention and Response (SAPR)

Portsmouth Naval Shipyard, Kittery, ME

Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAACP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.



**Beth O'Dell, MS, LCMHC, NCC, 200-RYT**

*Domestic Violence Advocate/DV Liaison*

August 2011-July 2013

SAFE Program of People's Place, Milford, DE

Supervisor: Marcey Rezac, LCSW, DVS

Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

*Counseling Intern*

May 2012-April 2013

Aquila of DE, Inc., Georgetown, DE

Site Supervisor: April Lathbury, LCSW, CCDP-D

Faculty Supervisor: Mary Vaughn, Psy.D.

Group Supervisor: Doris Lauckner, Psy.D.

Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment setting. Completed 100-hour Practicum, 600-hour Internship.

*Case Manager*

August 2010-August 2011

SAFE Program of People's Place, Milford, DE

Supervisor: Marcey Rezac, LCSW, DVS

Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

*DUI Evaluator*

October 2009-August 2010

Sodat DE, Inc., Wilmington, DE

Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as

**Beth O'Dell, MS, LCMHC, NCC, 200-RYT**

[REDACTED]  
[REDACTED]  
[REDACTED]

required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

**Training**

200-hour Yoga Teacher Training February 2018  
*Yoga Life Institute NH, Exeter NH*

DBT Skills Training for Borderline Personality Disorder April 2017  
*Mental Health Center of Greater Manchester*

National Certified Counselor August 2013-August 2023  
*National Board for Certified Counselors*

Danger Assessment Certification September 2011  
*Danger Assessment Training Program; John Hopkins School of Nursing*

## **Kati Woodford, MSW, LCSW, LCAS, CCTP**

### **PROFESSIONAL SUMMARY**

Driven and passionate clinical social worker with a focus on addictions treatment and trauma-informed care. Emphasis of care include harm-reduction modalities and collaboration with medical professionals to promote access to medication assisted treatment services.

### **LICENSURE AND CERTIFICATION**

**Licensed Clinical Social Worker, North Carolina #C013276**

August 2020 – August 2022

**Licensed Clinical Addictions Specialist, North Carolina #24656**

Sept. 2020 – August 2022

**Certified Clinical Trauma Professional**

January 2020 – January 2021

### **RELEVANT PROFESSIONAL EXPERIENCE**

**Insight Human Services, Inc.**

June 2018 – Present

Outpatient Clinician

Winston Salem, NC

- Support clients in a gender-specific ASAM Level 2.1 intensive outpatient program and ASAM Level 1.0 outpatient program utilizing a trauma-informed perspective and evidence-based interventions in practice during group and individual sessions
- Conduct comprehensive clinical assessments to inform recommendation for ASAM level of care and any relevant mental health services necessary utilizing a variety of evidence-based assessment screening tools
- Provide education, counseling, ASAM-informed referrals, individualized treatment planning, referral, and crisis intervention for clients experiencing difficulties related to substance misuse
- Participate in routine treatment team meetings, collaborating with clinical and medical staff, to promote holistic care for all clients engaging in medication assisted treatment services

**Old Vineyard Behavioral Health Services**

June 2018 – June 2019

Unit Clinician - PRN

Winston Salem, NC

- Utilized Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Relapse Prevention Therapy and Motivational Interviewing in group sessions to promote client skill-building for a variety of specialized units in an acute inpatient behavioral health facility
- Completed relevant assessments and provide crisis intervention as necessary and appropriate

**Old Vineyard Behavioral Health Services**

June 2016 – June 2018

Mental Health Technician - PRN

Winston Salem, NC

- Functioned within a multitude of programs serving individuals in need of hospitalization for psychiatric stabilization to promote safety, structure of program, and wellbeing of clients
- Maintained a safe and structured environment aligning with all clients' treatment plans by performing environmental checks, safety rounds in required increments, and other assigned duties

**U.S. Department of Veterans Affairs**

August 2017 – May 2018

Social Work Intern in Substance Use Services

Salisbury, NC | Kernersville, NC

- Assisted with management of a caseload of Veterans accessing substance use services in an outpatient or intensive outpatient individual and/or group setting under the supervision of clinical supervisor
- Participated in the development and implementation of an intensive outpatient program
- Completed intake screenings, biopsychosocial assessments and risk assessments

**Youth Villages**

August 2016 – May 2016

Social Work Intern

Greensboro, NC

- Developed an understanding of modalities utilized by the clinical team, including the LifeSet program, Multisystemic Therapy, and Trauma-Focused Cognitive Behavioral Therapy
- Worked alongside licensed professionals to complete projects as assigned

**Kati Woodford, MSW, LCSW, LCAS, CCTP**

**EDUCATION**

**Appalachian State University**, Boone, NC  
Concentration in Individuals and Families

Master of Social Work  
May 2018

**Roger Williams University**, Bristol, RI  
*Magna Cum Laude, Senior Thesis with Distinction in the Field of Psychology*

Bachelor of Arts in Psychology  
May 2015

**PROGRAM DEVELOPMENT EXPERIENCE**

**Appalachian State University** **Collegiate Recovery Program (CRP)**  
Promoted engagement, organized and hosted events, and completed a grant proposal for the CRP in collaboration with other students and the Wellness and Prevention Services department

**Kernersville Health Care Center**

**Intensive Outpatient Program**

Participated as a social work intern in the development and implementation of the intensive outpatient program through collaboration with the clinical and leadership teams

**PUBLICATIONS**

Hamilton, L., Wingrove, T., & Woodford, K. (2019). Does generous welfare policy encourage dependence? TANF asset limits and duration of program participation. *Journal of Children and Poverty*, 25:2, 101-113. doi: [10.1080/10796126.2019.1638731](https://doi.org/10.1080/10796126.2019.1638731)

# Emily Pavick

[REDACTED]  
[REDACTED]  
[REDACTED]

Conscientious Behavioral Health Specialist with strong interpersonal skills focused on providing client-centered therapy for adults with SUD, anxiety, depression, and other mental health conditions. Seeking full-time clinical position immediately upon graduation.

## Work Experience

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### **Behavioral Health Specialist, Student Intern**

Goodwin Community Health - Somersworth, NH  
November 2019 to Present

- Develop individualized treatment plans based on client assessment.
- Provides psychotherapy to increase client awareness.
- Co-facilitates IOP groups for adults with SUD.

### **Case Manager, Student Intern**

Cross Roads House - Portsmouth, NH  
2018 to 2019

- Identified client needs and connected them with appropriate supports.
- Facilitated Art & Writing Therapy groups.

### **Adjunct English Professor**

Northern Essex Community College - Haverhill, MA  
May 2015 to January 2018

Lectured and evaluated student assignments.

### **Biddeford, ME, Therapeutic Journal Writing Facilitator**

Maine Behavioral Healthcare - Springvale, ME  
February 2016 to November 2017

Facilitated Writing Therapy groups to increase self-esteem in adults with MI.

### **Teaching Assistant/English Instructor**

University of New Hampshire - Durham, NH  
January 2014 to January 2015

## Education

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### **Master of Social Work in Social Work**

University of New Hampshire - Durham, NH  
May 2020

### **Master of Fine Arts in Writing**

University of New Hampshire - Durham, NH  
December 2015

**Bachelor of Arts in Psychology**  
Southern Illinois University - Carbondale, IL

## Skills

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- Group therapy
- Yoga and Meditation training
- Telehealth training
- Evidence-Based Practice Intervention
- Calmly manages high-stress situations
- Coordinates well with other providers
- Social Work
- Behavioral Health
- Crisis Intervention
- Mental Health Counseling
- Social Work
- Research
- Behavioral Health
- Mental Health Counseling
- Motivational Interviewing
- Addiction Counseling
- Behavioral Therapy
- Crisis Management
- Crisis Intervention
- Addiction Counseling
- Motivational Interviewing

## Links

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**Hope on Haven Hill**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerry Norton, RN	Executive Director	\$95,000		
Lisa Pollard	Director of Operations	\$80,000		
Beth O'Dell	Clinical Director	\$66,950		
Catherine Woodford	Licensed Clinician	\$52,000		
Emily Pavick	Clinician	\$51,470		

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Lori A. Shibiante  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 25, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$6,744,478 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Bridge Street Recovery	TBD	Statewide	\$1,351,667
Grafton County New Hampshire-Grafton County Department of Corrections and Alternative Sentencing	177397-B003		\$217,000
Harbor Homes, Inc.	166574-B001		\$1,701,384
Hope on Haven Hill, Inc.	275119-B001		\$328,715
Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center	177204-B005		\$2,035,829
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001		\$1,097,883
The Community Council of Nashua, NH	154112-B001		\$12,000
		<b>Total:</b>	<b>\$6,744,478</b>



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

#### **EXPLANATION**

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Council approval to prevent the current contracts from expiring. This request is **Sole Source** because the Department determined the Contractors have the capacity to continue providing substance use treatment and recovery support services to individuals and prevent a lapse in program services while the Department develops a new Request for Proposals.

This request represents the remaining seven (7) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department presented the first five (5) requests Governor and Executive Council on December 2, 2020 (item #15).

The purpose of this request is to ensure the continuation of substance use disorder treatment and recovery support services for New Hampshire residents in need of services. The Contractors offer an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors ensure individuals with substance use disorder receive the appropriate levels of treatment and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

The Department will monitor contracted services through monthly, quarterly and annual reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor achieves initiation, engagement, and retention goals as detailed in the contract.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of services may not receive the treatment, tools and education that are required to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # T1083041; CFDA #93.788/FAIN #T1081685 and  
#T1083326.

In the event that the Federal or Other Funds become no longer available, General Funds  
will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Bridge Street  
Recovery

Vendor Code:TBD

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$160,290	\$160,290
2022	102-500731	Contracts for Prog Svc	\$0	\$53,430	\$53,430
Sub-total			\$0	\$213,720	\$213,720

Community Council  
of Nashua-Gt  
Nashua Comm  
Mental Health

Vendor Code: 154112-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,885	\$2,885
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

Disinas Home of NH

Vendor Code: 290061-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$16,991	\$0	\$16,991
2022	102-500731	Contracts for Prog Svc	\$5,851	\$0	\$5,851
Sub-total			\$22,842	\$0	\$22,842

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Famum

Vendor Code: 177204-B005

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-500731	Contracts for Prog Svc	\$0	\$56,100	\$56,100
Sub-total			\$0	\$159,647	\$159,647

FIT/NHMH

Vendor Code: 157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$153,558	\$0	\$153,558
2022	102-500731	Contracts for Prog Svc	\$54,098	\$0	\$54,098
Sub-total			\$207,656	\$0	\$207,656

Attachment A  
Financial Details

Grafton County Vendor Code: 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$51,934	\$51,934
2022	102-500731	Contracts for Prog Svc	\$0	\$17,632	\$17,632
Sub-total			\$0	\$69,566	\$69,566

Harbor Homes, Inc. Vendor Code: 168574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$167,663	\$167,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$221,761	\$221,761

HEADREST, Inc Vendor Code: 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,226	\$0	\$36,226
2022	102-500731	Contracts for Prog Svc	\$11,621	\$0	\$11,621
Sub-total			\$47,847	\$0	\$47,847

Hope on Haven Hill Vendor Code: 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$24,044	\$24,044
2022	102-500731	Contracts for Prog Svc	\$0	\$8,014	\$8,014
Sub-total			\$0	\$32,058	\$32,058

North Country Health Consortium Vendor Code: 158557-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$96,495	\$0	\$96,495
2022	102-500731	Contracts for Prog Svc	\$30,455	\$0	\$30,455
Sub-total			\$126,950	\$0	\$126,950

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$82,069	\$82,069
2022	102-500731	Contracts for Prog Svc	\$0	\$28,051	\$28,051
Sub-total			\$0	\$110,120	\$110,120

Attachment A  
Financial Details

West Central Services Vendor Code: 177854-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
Sub-total			\$3,205	\$0	\$3,205
Total Gov. Comm			\$408,500	\$810,719	\$1,219,219

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Bridge Street Recovery Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$339,710	\$339,710
2022	102-500731	Contracts for Prog Svc	\$0	\$113,237	\$113,237
Sub-total			\$0	\$452,947	\$452,947

Community Council of Nashua-Gr Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$6,115	\$6,115
2022	102-500731	Contracts for Prog Svc	\$0	\$2,038	\$2,038
Sub-total			\$0	\$8,153	\$8,153

Dismas Home of NH Vendor Code:290061-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,009	\$0	\$36,009
2022	102-500731	Contracts for Prog Svc	\$12,399	\$0	\$12,399
Sub-total			\$48,408	\$0	\$48,408

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$219,453	\$219,453
2022	102-500731	Contracts for Prog Svc	\$0	\$118,900	\$118,900
Sub-total			\$0	\$338,353	\$338,353

FIT/NHNNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$325,442	\$0	\$325,442
2022	102-500731	Contracts for Prog Svc	\$114,652	\$0	\$114,652
Sub-total			\$440,094	\$0	\$440,094

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$110,066	\$110,066
2022	102-500731	Contracts for Prog Svc	\$0	\$37,368	\$37,368
Sub-total			\$0	\$147,434	\$147,434

Attachment A  
Financial Details

Harbor Homes, Inc. Vendor Code: 166574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$469,989	\$469,989

HEADREST, Inc Vendor Code: 175228-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$76,774	\$0	\$76,774
2022	102-500731	Contracts for Prog Svc	\$24,629	\$0	\$24,629
Sub-total			\$101,403	\$0	\$101,403

Hope on Haven Hill Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$50,956	\$50,956
2022	102-500731	Contracts for Prog Svc	\$0	\$16,986	\$16,986
Sub-total			\$0	\$67,942	\$67,942

North County Health Consortium Vendor Code: 158557-B001 PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
Sub-total			\$269,050	\$0	\$269,050

Attachment A  
Financial Details

Alcohol and Drug  
Services

Vendor Code: 155292-8001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$173,931	\$173,931
2022	102-500731	Contracts for Prog Svc	\$0	\$59,449	\$59,449
Sub-total			\$0	\$233,380	\$233,380

West Central  
Services

Vendor Code: 177654-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,699
Sub-total			\$6,795	\$0	\$6,795
Total Clinical Svs			\$665,750	\$1,716,198	\$2,583,948

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Bridge Street  
Recovery

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$457,000	\$457,000
2022	102-500731	Contracts for Prog Svc	\$0	\$228,000	\$228,000
Sub-total			\$0	\$685,000	\$685,000

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$43,790	\$0	\$43,790
2022	102-500731	Contracts for Prog Svc	\$15,600	\$0	\$15,600
Sub-total			\$59,390	\$0	\$59,390

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Civ/Farnum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$1,132,229	\$1,132,229
2022	102-500731	Contracts for Prog Svc	\$0	\$405,600	\$405,600
Sub-total			\$0	\$1,537,829	\$1,537,829

Attachment A  
Financial Details

FIT/NHHH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$308,261	\$0	\$308,261
2022	102-500731	Contracts for Prog Svc	\$73,666	\$0	\$73,666
<b>Sub-total</b>			<b>\$381,927</b>	<b>\$0</b>	<b>\$381,927</b>

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Harbor Homes, Inc. Vendor Code: 186574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$743,334	\$743,334
2022	102-500731	Contracts for Prog Svc	\$0	\$268,300	\$268,300
<b>Sub-total</b>			<b>\$0</b>	<b>\$1,009,634</b>	<b>\$1,009,634</b>

HEADREST, Inc. Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$113,582	\$0	\$113,582
2022	102-500731	Contracts for Prog Svc	\$40,600	\$0	\$40,600
<b>Sub-total</b>			<b>\$154,182</b>	<b>\$0</b>	<b>\$154,182</b>

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$168,415	\$168,415
2022	102-500731	Contracts for Prog Svc	\$0	\$60,300	\$60,300
<b>Sub-total</b>			<b>\$0</b>	<b>\$228,715</b>	<b>\$228,715</b>

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$639,109	\$0	\$639,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
<b>Sub-total</b>			<b>\$868,109</b>	<b>\$0</b>	<b>\$868,109</b>



Attachment A  
Financial Details

Southeastern NH  
Alcohol and Drug  
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$555,383	\$555,383
2022	102-500731	Contracts for Prog Svc	\$0	\$199,000	\$199,000
<b>Sub-total</b>			<b>\$0</b>	<b>\$754,383</b>	<b>\$754,383</b>

West Central  
Services Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total SOR Grant</b>			<b>\$1,483,598</b>	<b>\$4,215,561</b>	<b>\$5,679,149</b>
<b>Grand Total All</b>			<b>\$2,737,838</b>	<b>\$5,744,478</b>	<b>\$9,482,316</b>

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**Attachment A  
Financial Details**

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-07)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Hope on Haven Hill, Inc.		1.4 Contractor Address 326 Rochester Hill Rd. Rochester, NH 03867	
1.5 Contractor Phone Number (603) 841-5353	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$328,715
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Kerry Norton</i> Date: 11/18/2020		1.12 Name and Title of Contractor Signatory Kerry Norton Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 11/18/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



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**CONTRACT IDENTIFICATION DETAILS**

**1. Account Numbers for Form P-37, General Provisions**

1.1. Box 1.6, Account Number, to include:

- 1.6. 05-95-92-920510-33820000-102-500734
- 05-95-92-920510-33840000-102-500734
- 05-95-92-920510-70400000-102-500734

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**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 LN  
Date 11/18/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT A**



**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 days prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.
- 1.4. Clinical Services
  - 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
  - 1.4.2. The Contractor shall ensure all clinical services:
    - 1.4.2.1. Focus on the client's strengths;
    - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
    - 1.4.2.3. Are client and family centered; and
    - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
  - 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
    - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
    - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
  - 1.4.4.1. The provision of information;
  - 1.4.4.2. Risk assessment;
  - 1.4.4.3. Intervention and risk reduction education, and
  - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
  - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
  - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
  - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
    - 1.5.3.1. Methadone.
    - 1.5.3.2. Buprenorphine products, including:
      - 1.5.3.2.1. Single-entity buprenorphine products;
      - 1.5.3.2.2. Buprenorphine/naloxone tablets;
      - 1.5.3.2.3. Buprenorphine/naloxone films; and
      - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
    - 1.5.3.3. Long-acting injectable buprenorphine products.
    - 1.5.3.4. Buprenorphine implants.
    - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

**1.6. Transition Plan**

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor and Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
  - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
  - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
  - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

**1.7. Resiliency and Recovery Oriented Systems of Care**

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
  - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
  - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed to ensure treatment provided addresses trauma experience by the individual.

**1.8. Substance Use Disorder Treatment Services**

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration

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of alternative solutions and decision-making with regard to alcohol and other drug related problems.

- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.
- 1.8.5. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.
- 1.8.6. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. The Contractor shall provide residential substance use disorder treatment designed to

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assist individuals who require a more intensive level of service in a structured setting.

**1.9. Recovery Support Services**

1.9.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

1.9.2. The Contractor shall provide recovery support services in coordination with providing services in Paragraphs 1.8.1 through 1.8.6 to an individual, as follows:

**1.9.2.1. Intensive Case Management**

1.9.2.1.1. The Contractor shall provide individual or group Intensive Case Management in accordance with the Substance Abuse Mental Health Services Administration (SAMHSA) TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

**1.9.2.2. Transportation for Pregnant Women and Parenting Individuals:**

1.9.2.2.1. The Contractor shall provide transportation services to pregnant women and parenting individuals to and from services, as required by the individual's treatment plan.

1.9.2.2.2. The Contractor may use Contractor-owned vehicles; purchase public transportation passes; or pay for cab fare. The Contractor shall:

1.9.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

1.9.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

1.9.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire

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Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

**1.9.2.3. Child Care for Parenting Individuals:**

- 1.9.2.3.1. The Contractor shall provide child care to children of parenting individuals while the individual is in treatment and case management services.
- 1.9.2.3.2. The Contractor may directly provide child care or pay for childcare provided by a licensed childcare provider.
- 1.9.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations, including but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

**1.10. Enrolling Individuals for Services**

- 1.10.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.10.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:
  - 1.10.2.1. Ensure all attempts at contact are documented in the individual record or call log;
  - 1.10.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
  - 1.10.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and

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- 1.10.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every four (4) weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.10.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.10.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.10.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
  - 1.10.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
  - 1.10.5.2. During treatment only when determined by a Licensed Counselor.
- 1.10.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
  - 1.10.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
  - 1.10.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
    - 1.10.6.2.1. A service with a lower Intensity ASAM Level of Care;
    - 1.10.6.2.2. A service with the next available higher intensity ASAM Level of Care;
    - 1.10.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or



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- 1.10.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
  - 1.10.7.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
    - 1.10.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
    - 1.10.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
      - 1.10.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
      - 1.10.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
        - 1.10.7.1.2.2.1. 60-minute individual or group outpatient session per week;
        - 1.10.7.1.2.2.2. Recovery support services, as needed by the individual; and
        - 1.10.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
  - 1.10.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

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- 1.10.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.10.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.10.7.5. Individuals with Opioid Use Disorders.
- 1.10.7.6. Veterans with substance use disorders.
- 1.10.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.10.7.8. Individuals who require priority admission at the request of the Department.
- 1.10.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.10.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.10.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
  - 1.10.10.1. The Division for Children, Youth and Families (DCYF).
  - 1.10.10.2. Probation and parole programs.
  - 1.10.10.3. Doorways.
- 1.10.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.10.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.10.13. The Contractor shall not deny services to an adolescent due to:
  - 1.10.13.1. The parent's inability and/or unwillingness to pay the fee; or

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1.10.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.

1.10.14. The Contractor shall provide services to eligible individuals who:

1.10.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;

1.10.14.2. Have co-occurring mental health disorders; and/or

1.10.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

1.10.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.

1.10.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:

1.10.16.1. Kitchens.

1.10.16.2. Group rooms.

1.10.16.3. Recreation rooms and/or areas.

**1.11. Denial of Services**

1.11.1. The Contractor shall ensure individuals who are denied services:

1.11.1.1. Are informed of the reason for denial; and

1.11.1.2. Receive assistance with identifying an accessing appropriate available treatment.

1.11.2. The Contractor shall not deny services to any individual solely because the individual:

1.11.2.1. Previously left treatment against the advice of staff;

1.11.2.2. Relapsed from an earlier treatment;

1.11.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

1.11.2.4. Has been diagnosed with a mental health disorder.

**1.12. Waitlists**

1.12.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

1.12.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date

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the individuals first receive substance use disorder treatment services other than evaluation.

**1.13. Assistance with Enrolling in Insurance Programs**

1.13.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

1.13.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

1.13.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

**1.14. Service Delivery Activities and Requirements**

1.14.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

1.14.1.1. All policies and procedures are reviewed and revised, as necessary.

1.14.1.2. All staff providing services receive training on policies and procedures currently in place.

1.14.1.3. Maintenance of specific policies that include, but are not limited to:

1.14.1.3.1. Client rights, grievance and appeals policies and procedures.

1.14.1.3.2. Progressive discipline, leading to administrative discharge.

1.14.1.3.3. Reporting and appealing staff grievances.

1.14.1.3.4. Policies on client alcohol and other drug use while in treatment.

1.14.1.3.5. Policies on client and employee smoking.

1.14.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.

1.14.1.3.7. Policies and procedures for holding a client's possessions.

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- 1.14.1.3.8. Secure storage of staff medications.
  - 1.14.1.3.9. A client medication policy.
  - 1.14.1.3.10. Urine specimen collection, as applicable, that:
    - 1.14.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
    - 1.14.1.3.10.2. Minimize falsification.
  - 1.14.1.3.11. Safety and emergency procedures on:
    - 1.14.1.3.11.1. Medical emergencies;
    - 1.14.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
    - 1.14.1.3.11.3. Reporting employee injuries;
    - 1.14.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
    - 1.14.1.3.11.5. Emergency closings; and
    - 1.14.1.3.11.6. Posting of the above safety and emergency procedures.
  - 1.14.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
  - 1.14.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
  - 1.14.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.14.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
- 1.14.2.1. During initial contact.
  - 1.14.2.2. During screening.

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- 1.14.2.3. At intake.
- 1.14.2.4. During admission.
- 1.14.2.5. During on-going treatment services.
- 1.14.2.6. At discharge.
- 1.14.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
  - 1.14.3.1. During initial contact.
  - 1.14.3.2. During screening.
  - 1.14.3.3. At intake.
  - 1.14.3.4. During admission.
  - 1.14.3.5. During on-going treatment services.
- 1.14.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.14.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.14.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
  - 1.14.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.14.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:

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- 1.14.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
  - 1.14.5.1.1. Specific with clearly defined action steps;
  - 1.14.5.1.2. Measurable with clear criteria for progress and completion;
  - 1.14.5.1.3. Attainable and within the individual's ability to achieve;
  - 1.14.5.1.4. Realistic while ensuring the resources are available to the individual; and
  - 1.14.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.
- 1.14.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.14.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
  - 1.14.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
  - 1.14.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
  - 1.14.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
  - 1.14.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.14.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.

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- 1.14.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
  - 1.14.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
  - 1.14.6.2. Ensure providers include, but are not limited to:
    - 1.14.6.2.1. A primary care provider, as appropriate.
    - 1.14.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
    - 1.14.6.2.3. Medication assisted treatment provider, as appropriate.
    - 1.14.6.2.4. Peer recovery support provider, as appropriate.
  - 1.14.6.3. Coordinate with local recovery community organizations, if available, in order to:
    - 1.14.6.3.1. Bring peer recovery support providers into the treatment setting;
    - 1.14.6.3.2. Meet with individuals to describe available services; and
    - 1.14.6.3.3. Engage individuals in peer recovery support services as applicable.
  - 1.14.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
  - 1.14.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
    - 1.14.6.5.1. DCYF, as applicable.
    - 1.14.6.5.2. Probation and/or parole programs, as applicable
    - 1.14.6.5.3. The Doorways, as applicable.
  - 1.14.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.14.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:



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1.14.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.

1.14.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:

1.14.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or

1.14.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or

1.14.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.14.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.14.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care.

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Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.14.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.14.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.14.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.14.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.14.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.14.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.14.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.14.8.3. Ensuring services are based on a theoretical perspective that has validated research.

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1.14.9. The Contractor shall deliver services in this Contract in accordance with:

- 1.14.9.1. The ASAM Criteria (2013).
- 1.14.9.2. The SAMHSA Treatment Improvement Protocols (TIPs).
- 1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.15. Individual and Group Education**

1.15.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:

- 1.15.1.1. Hepatitis C Virus (HCV).
- 1.15.1.2. Human Immunodeficiency Virus (HIV).
- 1.15.1.3. Sexually Transmitted Diseases (STD).
- 1.15.1.4. Tobacco Treatment Tools that include:
  - 1.15.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
  - 1.15.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

1.15.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

**1.16. Medication Services**

1.16.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.

1.16.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:

- 1.16.2.1. The client's name;
- 1.16.2.2. The medication name and strength;
- 1.16.2.3. The prescribed dose;
- 1.16.2.4. The route of administration;
- 1.16.2.5. The frequency of administration; and
- 1.16.2.6. The date ordered.

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- 1.16.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.16.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:
  - 1.16.4.1. All medications are kept in a storage area that is:
    - 1.16.4.1.1. Locked and accessible only to authorized personnel;
    - 1.16.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 1.16.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 1.16.4.1.4. Equipped to maintain medication at the proper temperature.
  - 1.16.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 1.16.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.16.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.16.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
  - 1.16.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
  - 1.16.6.2. OTC medication is stored in accordance with medication storage requirements above; and
  - 1.16.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 1.16.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue

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inhalers, which may be taken by the client without supervision, as follows:

- 1.16.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
- 1.16.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
- 1.16.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.16.8. The Contractor shall document in an individual client medication log:
  - 1.16.8.1. The medication name, strength, dose, frequency and route of administration;
  - 1.16.8.2. The date and the time the medication was taken;
  - 1.16.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 1.16.8.4. The reason for any medication refused or omitted.
- 1.16.9. The Contractor shall ensure upon a client's discharge that:
  - 1.16.9.1. The medication log is included in the client's record; and
  - 1.16.9.2. The client is provided with remaining medication to take with him or her

**1.17. Tobacco Free Environment**

- 1.17.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
  - 1.17.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
  - 1.17.1.2. Apply to employees, individuals and employee or individual visitors.
  - 1.17.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
  - 1.17.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
  - 1.17.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 1.17.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

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Hope on Haven Hill, Inc.

Contractor Initials

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11/18/2020

Date

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- 1.17.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
- 1.17.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
- 1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 1.17.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 1.17.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.17.3. The Contractor shall ensure the tobacco free environment policy is:
  - 1.17.3.1. Posted in the Contractor's facilities.
  - 1.17.3.2. Posted in all Contractor vehicles.
  - 1.17.3.3. Included in employee, individual, and visitor orientations.
- 1.17.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.
- 1.18. Staffing
  - 1.18.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
  - 1.18.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
    - 1.18.2.1. Job title;
    - 1.18.2.2. Physical requirements of the position;
    - 1.18.2.3. Education and experience requirements of the position;
    - 1.18.2.4. Duties of the position;
    - 1.18.2.5. Positions supervised; and
    - 1.18.2.6. Title of immediate supervisor.

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1.18.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.18.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.

1.18.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.

1.18.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:

1.18.3.3.1. Felony convictions in this or any other state;

1.18.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

1.18.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.

1.18.4. The Contractor shall ensure all staff, including contracted staff:

1.18.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

1.18.4.2. Do not exceed the criminal background standards established above;

1.18.4.3. Are licensed, registered or certified as required by state statute and as applicable;

1.18.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:

1.18.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

1.18.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;

1.18.4.4.3. Confidentiality requirements;

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- 1.18.4.4.4. Grievance procedures for both clients and staff;
- 1.18.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
- 1.18.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.18.4.4.7. The Contractor's infection prevention program;
- 1.18.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.18.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.18.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.18.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.18.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.18.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
    - 1.18.5.1.1. The name of the examinee.
    - 1.18.5.1.2. The date of the examination.
    - 1.18.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
    - 1.18.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
    - 1.18.5.1.5. The dated signature of the licensed health practitioner.



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- 1.18.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
- 1.18.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.18.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.18.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.18.7.1. A completed application for employment or a resume, including:
    - 1.18.7.1.1. Identification data; and
    - 1.18.7.1.2. The education and work experience of the employee.
  - 1.18.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 1.18.7.2.1. Position title;
    - 1.18.7.2.2. Qualifications and experience; and
    - 1.18.7.2.3. Duties required by the position.
  - 1.18.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
  - 1.18.7.4. A signed and dated record of orientation.
  - 1.18.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
  - 1.18.7.6. Records of screening for communicable diseases results required above.

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- 1.18.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.18.7.8. Documentation of annual in-service education.
- 1.18.7.9. Information on the general content and length of all continuing education or educational programs attended.
- 1.18.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.18.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.18.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.18.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client;
  - 1.18.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
  - 1.18.7.11.4. Documentation of the criminal records check.
- 1.18.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
  - 1.18.8.1. A minimum of one (1) licensed supervisor, defined as:
    - 1.18.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
    - 1.18.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
    - 1.18.8.1.3. Licensed mental health provider.

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1.18.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:

1.18.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

1.18.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.18.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

1.18.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.18.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:

1.18.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:

1.18.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-

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therapy, and periodic assessment of progress;  
and

1.18.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

- 1.18.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.18.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.18.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.18.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.18.14. The Contractor shall ensure supervision includes the following techniques:
  - 1.18.14.1. Review of case records;
  - 1.18.14.2. Observation of interactions with clients;
  - 1.18.14.3. Skill development; and
  - 1.18.14.4. Review of case management activities.
- 1.18.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.18.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.18.17. The Contractor shall provide training to staff on:
  - 1.18.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
  - 1.18.17.2. The 12 Core Functions;
  - 1.18.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.18.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security

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and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

- 1.18.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.18.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.18.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.18.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.18.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.18.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.18.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.18.22.1. A Department-approved ethics course;
  - 1.18.22.2. A Department-approved course on the 12 Core Functions;
  - 1.18.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.18.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

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- 1.18.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.18.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.18.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
  - 1.18.25.1. The contract requirements.
  - 1.18.25.2. All policies and procedures provided by the Department.
- 1.18.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.18.26.1. Hepatitis C (HCV);
  - 1.18.26.2. Human immunodeficiency virus (HIV);
  - 1.18.26.3. Tuberculosis (TB); and
  - 1.18.26.4. Sexually transmitted diseases (STDs).

**1.19. Facilities License**

- 1.19.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.19.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.19.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

**1.20. Inspections**

- 1.20.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
  - 1.20.1.1. A reception area separate from living and treatment areas;
  - 1.20.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;

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- 1.20.1.3. Secure storage of active and closed confidential client records; and
- 1.20.1.4. Separate and secure storage of toxic substances.
- 1.20.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
  - 1.20.2.1. The facility premises;
  - 1.20.2.2. All programs and services provided under the contract; and
  - 1.20.2.3. Any records required by the contract.
- 1.20.3. The Department may issue a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.20.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.
- 1.21. Web Information Technology System (WITS)
  - 1.21.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
  - 1.21.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
  - 1.21.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
    - 1.21.3.1. Is not entered into the WITS system; and
    - 1.21.3.2. Does not receive services described in this contract.
    - 1.21.3.3. Is assisted with finding alternative payers for the required services.
  - 1.21.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.
- 1.22. Quality Improvement
  - 1.22.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
    - 1.22.1.1. Participating in electronic and in-person individual record reviews.

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- 1.22.1.2. Participating in site visits.
- 1.22.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.22.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.22.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
  - 1.22.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.22.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.22.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.22.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

1.23. Client Discharge and Transfer

- 1.23.1. The Contractor may discharge a client from a program due to:
  - 1.23.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
  - 1.23.1.2. The client terminates from the program due to:
    - 1.23.1.2.1. Administrative discharge;
    - 1.23.1.2.2. Non-compliance with the program; or
    - 1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; or
  - 1.23.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized.
- 1.23.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:



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- 1.23.2.1. The dates of admission and discharge or transfer.
- 1.23.2.2. The client's psychosocial substance abuse history and legal history.
- 1.23.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
- 1.23.2.4. The reason for discharge or transfer.
- 1.23.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
- 1.23.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.23.2.7. A continuing care plan, including all ASAM domains.
- 1.23.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.23.2.9. The dated signature of the counselor completing the summary.
- 1.23.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.23.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
  - 1.23.4.1. The discharge summary;
  - 1.23.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.23.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.23.4.3.1. TB test results;
    - 1.23.4.3.2. A record of the client's treatment history; and
    - 1.23.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.23.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:

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- 1.23.5.1. Includes recommendations for continuing care in all ASAM domains;
- 1.23.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
- 1.23.5.3. Assists the client in making contact with other agencies or services.
- 1.23.6. The Contractor may administratively discharge a client from a program only if:
  - 1.23.6.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 1.23.6.2. The client is non-compliant with prescription medications;
  - 1.23.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
  - 1.23.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

**1.24. Client Rights**

- 1.24.1. Notice of Client Rights
  - 1.24.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing to ensure:
    - 1.24.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
    - 1.24.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
    - 1.24.1.1.3. Notification of rights are documented in the client record.
    - 1.24.1.1.4. Posting the notices continuously and conspicuously; and
    - 1.24.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

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1.24.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

**1.25. Administrative Remedies**

1.25.1. The Department may impose administrative remedies for violations of contract requirements, including:

1.25.1.1. Requiring a Contractor to submit a plan of correction (POC);

1.25.1.2. Imposing a directed POC upon a Contractor;

1.25.1.3. Suspension of a contract; or

1.25.1.4. Revocation of a contract.

1.25.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:

1.25.2.1. Identifies each deficiency;

1.25.2.2. Identifies the specific remedy(s) that has been proposed; and

1.25.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

1.25.3. A POC shall be developed and enforced in the following manner:

1.25.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:

1.25.3.1.1. How the Contractor intends to correct each deficiency;

1.25.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and

1.25.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;

1.25.3.2. The Department shall review and accept each POC that:

1.25.3.2.1. Achieves compliance with contract requirements;

1.25.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;

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- 1.25.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
- 1.25.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.25.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.25.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.25.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable; and
- 1.25.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC.
- 1.25.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.25.4.1. Reviewing materials submitted by the Contractor;
  - 1.25.4.2. Conducting a follow-up inspection; or
  - 1.25.4.3. Reviewing compliance during the next scheduled inspection;
- 1.25.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan.
- 1.25.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.25.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.25.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.25.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.25.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health

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Contractor Initials                       
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Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10<sup>th</sup> day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
  - 3.2.1. 100% of all individuals at admission;
  - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
  - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
  - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
  - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
  - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
    - 3.4.1.1. Abuse.
    - 3.4.1.2. Neglect.
    - 3.4.1.3. Exploitation.
    - 3.4.1.4. Rights violation.
    - 3.4.1.5. Missing person.

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- 3.4.1.6. Medical emergency.
- 3.4.1.7. Restraint.
- 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
  - 3.7.1. When the sentinel even involves any individual receiving services under this contract;
  - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
    - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
    - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
    - 3.7.2.3. Location, date, and time of the event;
    - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
    - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
    - 3.7.2.6. The identification of any media that had reported the event; and
  - 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing;
  - 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
  - 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

**4. Performance Measures**

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4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:

- 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
- 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
- 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
- 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days; and
- 4.1.1.5. Treatment completion: Percentage of individuals completing treatment.

4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:

- 4.1.2.1. Reduction in/no change in the frequency of substance use at discharge compared to date of first service.
- 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
- 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
- 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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**5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license

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or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final

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Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organizational level, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

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- 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
  - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
  - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
  - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
  - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
  - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
  - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
    - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;

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- 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
- 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
- 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
  - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
  - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 8. Contract Compliance Audits**
  - 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
  - 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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**Payment Terms**

1. Sources of Funding
  - 1.1. This Agreement is funded by:
    - 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
    - 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI081685 #TI083326;
    - 1.1.3. 10.829%, general funds; and
    - 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
  - 1.2. The Sources of Funding listed in Section 1.1 represents the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Non Reimbursement for Services
  - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
    - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
    - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
    - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.

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- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:
  - 3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

- 3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
  - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
  - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
  - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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**5. Calculating the Amount to Charge the Department Applicable to All Services**

- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
  - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.2. Second: Charge the client according to Section 10, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 10, Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount

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specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.

- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
- 6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
  - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD in residential level of care.
  - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$228,715.
  - 6.3. The Contractor shall maintain documentation of the following:
    - 6.3.1. Medicaid ID of the Client.
    - 6.3.2. WITS ID of the Client, if applicable.
    - 6.3.3. Period for which room and board payments apply.
    - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
    - 6.3.5. Amount being billed to the Department for the service.
  - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).
  - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

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**7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services**

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and

7.1.2. The charges to the Department.

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

<b>Table A</b>	
<b>If the percentage of Client's income of the Federal Poverty Level (FPL) is:</b>	<b>Then the Contractor may charge the client up to the following amount for room and board per week:</b>
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

**8. Charging for Clinical Services under Transitional Living**

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, Granite Advantage, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.4.2 and 5.4.3 above for clinical services provided only when the client does not have any other payer source other than this contract.

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9. Additional Billing Information: Intensive Case Management Services

- 9.1. The Contractor shall charge for Intensive Case Management Services in accordance with Section 5 above for clients admitted to programs in accordance to Exhibit B, Scope of Services and only after billing other public and private insurance.
- 9.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.
- 9.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

10. Sliding Fee Scale

- 10.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 10.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 10.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

11. Submitting Charges for Payment

- 11.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:
  - 11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

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- 11.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 11.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 11.1.5. Submit separate batches for each billing month.
- 11.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 11.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 11.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:
  - Financial Manager
  - Department of Health and Human Services
  - 129 Pleasant Street
  - Concord, NH 03301
- 11.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 11.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 11.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 11.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 11.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

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- 11.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 11.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 11.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 11.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 11.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**12. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**

- 12.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 12.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
  - 12.2.1. Make cash payments to intended recipients of substance abuse services.
  - 12.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
  - 12.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
  - 12.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 12.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
  - 12.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA,

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without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**13. Audits**

13.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

13.1.1. 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.

13.1.2. 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.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. 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.

13.3. 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.

13.4. 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

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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**Exhibit C-1**

**Service Fee Table**

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

**Table A**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	\$75.00	Per day
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day
1.8.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.9.	High-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

**Exhibit C-1**

1.10	High-Intensity Residential for all other Pregnant and Parenting Women: Room and Board	\$75.00	Per Day
1.11	Individual Intensive Case Management	\$16.50	15 min
1.12	Group Intensive Case Management	\$5.50	15 min
1.13	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.14	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.15	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to \$5.00	Per 15 minutes
1.16	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.17	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider





New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

- US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
- US DEPARTMENT OF EDUCATION - CONTRACTORS**
- US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

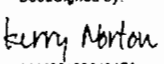
Place of Performance (street address, city, county, state, zip code) (list each location)


Check  if there are workplaces on file that are not identified here.

Vendor Name:

11/18/2020

Date

DocuSigned by:  
  
 Name: Kerry Norton  
 Title: Executive Director

Vendor Initials   
 Date 11/18/2020



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

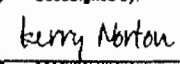
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/18/2020

Date

DocuSigned by:  
  
 Name: Kerry Norton  
 Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/18/2020

Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

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KN



New Hampshire Department of Health and Human Services  
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services  
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/18/2020

Date

DocuSigned by:

*Kerry Norton*

Name: Kerry Norton

Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials KN

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

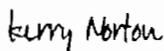
1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/18/2020

Date

DocuSigned by:



Name: Kerry Norton

Title: Executive Director





New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Contractor Initials KN

Date 11/18/2020



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Contractor Initials KN



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed.
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials BS  
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Date 11/18/2020

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials LN

Date 11/18/2020



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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

Hope on Haven Hill

The State by:

Name of the Contractor

*Katja Fox*

*Kerry Norton*

CD0006001663142

199950169243450

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Kerry Norton

Name of Authorized Representative  
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

11/18/2020

11/18/2020

Date

Date

Contractor Initials DS  
KN

Date 11/18/2020

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

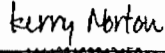
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/18/2020

Date

DocuSigned by:  
  
 Name: Kerry Norton  
 Title: Executive Director



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: 47-4623824

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

- 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services  
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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



**New Hampshire Department of Health and Human Services**  
Exhibit K  
**DHHS Information Security Requirements**



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Phoenix Houses of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.20., Paragraph 1.20.4 to read:
  - 1.20.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, including:
    - 1.20.4.1. Individuals receiving BDAS-funded SUD treatment services;
    - 1.20.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.20.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.5 to read:
  - 1.20.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.6 to read:
  - 1.20.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title to read:
  - 5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1 - Sample End User License

Agreement with the State of New Hampshire prior to such referencing or marketing.

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine

6. Modify Exhibit C, Payment Terms, Section 6, to read:

6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) or Stimulant Use Disorder in Residential Level of Care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD or Stimulant Use Disorder in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$868,109**.

6.3. The Contractor shall maintain documentation that includes, but is not limited to:

6.3.1. Medicaid ID of the Client.

6.3.2. WITS ID of the Client, if applicable.

6.3.3. Period for which room and board payments apply.

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.

6.3.5. Amount being billed to the Department for the service.

6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Modify Exhibit C, Payment Terms, Section 10, Submitting Charges for Payment, Subsection 10.5 to read:

10.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder and/or Stimulant Use Disorder that are Medicaid coded for both residential and transitional living services.

8. Modify Exhibit C-1, Service Fee Table, Table A, Row 1.7 to read:

	Service	Maximum Allowable Charge	Unit
1.7	Low-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder - Enhanced Room and Board	\$100.00	Per day

9. Modify Exhibit C-1, Service Fee Table, Table A, Row 1.10 to read:

	Service	Maximum Allowable Charge	Unit
1.10	High-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder - Enhanced Room and Board	\$100.00	Per day

10. Add Exhibit L, Amendment #1 - Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/2/2021

Date

DocuSigned by:

*Katja Fox*

ED0D06B94C63442

Name: Katja Fox

Title: Director

Phoenix Houses of New England Inc.

6-2-2021

Date

*Pete Mumma*

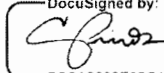
Name: PETE MUMMA, MR, MBA

Title: PRESIDENT / CEO  
PHOENIX HOUSES OF NEW ENGLAND

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

This End User License Agreement ("EULA") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

Initials

Date

*pm*  
*6/2/2021*

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
  
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_

Initials PM  
Date 6/2/2021



# State of New Hampshire

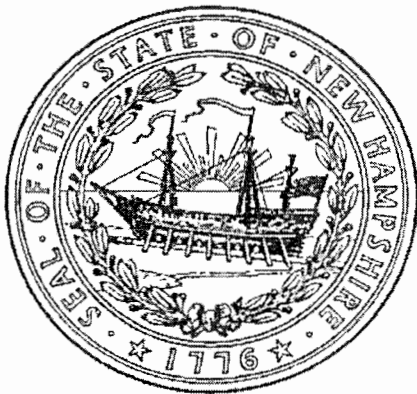
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on June 14, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2393

Certificate Number: 0005375694



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of June A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Pam Ryan, hereby certify that:

*(Name of the elected Officer; of the Corporation/LLC cannot be contract signatory)*

1. I am a duly elected Secretary/Officer of The Phoenix Houses of New England, Inc.

*(Corporation/LLC Name)*

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 2<sup>nd</sup>, 2021, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Pete Mumma, is duly authorized on behalf of The Phoenix Houses of New England, Inc

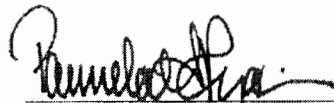
*(Name and Title of Contract Signatory)*

*(Name of Corporation/LLC)*

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 6.8.2021



Signature of Elected Officer

Name: Pamela A. Ryan

Title: VP – Human Resources  
Secretary, BOD

Client#: 120948

PHOENHOU

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley PO Box 549 Providence, RI 02901-0549 401 435-3600	CONTACT NAME: Celeste Carlson PHONE (A/C, No, Ext): 508-347-2616 E-MAIL ADDRESS: ccarlson@starshep.com FAX (A/C, No): 774-487-3157
INSURED Phoenix Houses of New England, Inc. 99 Wayland Avenue, Suite 100 Providence, RI 02906	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins. Cos. NAIC # 18058 INSURER B: Beacon Mutual Ins Co 24017 INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK2114452	03/30/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PHPK2114453	03/30/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	PHUB716494	03/30/2020	07/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	85133	03/30/2020	03/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab Abuse Molstation		PHPK2114452 PHPK2114452	03/30/2020 03/30/2020	07/01/2021 07/01/2021	\$1MIL/3MIL \$1MIL/3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of New Hampshire is included as Additional Insured as required by written contract, agreement or permit. Limited to the General Liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06-14-2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

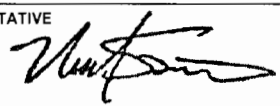
<b>PRODUCER</b> STARKWEATHER & SHEPLEY 60 CATAMORE BLVD EAST PROVIDENCE, RI 02914	<b>CONTACT NAME:</b> _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
<b>INSURED</b> PHOENIX HOUSES OF NEW ENGLAND, INC. & 99 WAYLAND AVE, STE 100 PROVIDENCE, RI 02906	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>

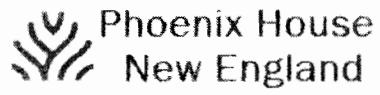
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB 5R707257	03-30-2021	03-30-2022	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ \$500,000
							E.L. DISEASE - EA EMPLOYEE	\$ \$500,000
							E.L. DISEASE - POLICY LIMIT	\$ \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> STATE OF NEW HAMPSHIRE DHHS 129 PLEASANT STREET CONCORD, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **OUR MISSION**

We are committed to healing individuals, families and communities challenged by substance use disorders and related mental health conditions.

**Phoenix Houses of New England, Inc.**  
**Phoenix Houses of New England**  
**Balance Sheet**  
**End of Jun 2020**

FINANCIAL ROW	AMOUNT
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank</b>	
<b>1000 - CASH &amp; CASH EQUIVALENTS</b>	
10470001 - NE CASH-PETTY CASH	\$5,400.00
10570000 - CASH - CITIZENS GEN'L OPERATIN	\$84,562.32
10590000 - CASH-CITIZENS BANK MONEY MARKET	\$275,489.21
<b>10600000 - CASH BANK RI CHECKING ACCOUNT</b>	
10600000 - CASH BANK RI CHECKING ACCOUNT	\$2,274,700.00
10600800 - Bank RI Expended Funds	(\$2,274,700.00)
<b>Total - 10600000 - CASH BANK RI CHECKING ACCOUNT</b>	<b>\$0.00</b>
<b>Total - 1000 - CASH &amp; CASH EQUIVALENTS</b>	<b>\$365,451.53</b>
<b>Total Bank</b>	
	<b>\$365,451.53</b>
<b>Accounts Receivable</b>	
<b>1300 - RECEIVABLES</b>	
13100010 - AR - COMMERCIAL INSURANCE	\$27,973.00
13170010 - RESERVE INS-WELLIGENT	(\$516,238.53)
13200020 - AR SELF-PAY LAWSON (NE ONLY)	\$150,918.91
13230020 - AR ACCR SELF-PAY LAWSON(NE)	(\$1,873.00)
13270020 - RESERVE SELF-PAY-LAWSON	(\$149,918.91)
13990000 - ACCTS RECEIVABLE - MISC	\$390.94
13990021 - RI COUNCIL REVOLV LOAN RECEIVA	\$1,203.04
<b>Total - 1300 - RECEIVABLES</b>	<b>(\$487,544.55)</b>
<b>1400 - DUE FROM GOVERNMENT AGENCIES</b>	
14100010 - AR MEDICAID	\$756,716.25
14100020 - AR MEDICAID-LAWSON (CA)	\$95,995.19
14130020 - AR ACCRUALS MEDICAID-LAWSON	\$171,249.05
14170010 - RESERVE MEDICAID/DMH/MC-WELLIGE	(\$1,427,784.05)
14170020 - RESERVE MEDICAID- LAWSON (NE)	(\$34,916.81)
14300020 - AR FFS GOVT CONTR-LAWSON	\$1,033,739.00
14330020 - AR ACCR FFS-GOVT CONTR LAWSON-	\$1,037,512.42
14400020 - AR FFS OTHER GOVT-LAWSON	\$3,112.90
14400020 - AR ACCR FFS OTHER- LAWSON	\$255.10
14500020 - AR COST REIMBURSEMENT- LAWSON	\$100,786.84
14530020 - AR ACCR COST REIMBURSEMENT-LAW	\$34,397.97
<b>Total - 1400 - DUE FROM GOVERNMENT AGENCIES</b>	<b>\$1,771,063.86</b>
<b>1500 - CONTRIBUTIONS RECEIVABLE</b>	
15010000 - CONTRIBUTIONS RECEIVABLE	\$6,470.83
15020000 - DISCOUNT ON CONTRIBUTIONS REC	(\$1,396.45)
<b>Total - 1500 - CONTRIBUTIONS RECEIVABLE</b>	<b>\$5,074.38</b>
<b>Total Accounts Receivable</b>	<b>\$1,288,593.69</b>
<b>Other Current Asset</b>	
<b>1700 - PREPAID EXPS &amp; OTHER ASSETS</b>	
17990002 - PREPAID INSURANCE PREMIUM	(\$105,746.04)
<b>Total - 1700 - PREPAID EXPS &amp; OTHER ASSETS</b>	<b>(\$105,746.04)</b>

Unaudited Financial Statement

## FINANCIAL ROW

## AMOUNT

	AMOUNT
<b>Total Other Current Asset</b>	<b>(\$105,746.04)</b>
<b>Total Current Assets</b>	<b>\$1,548,299.18</b>
<b>Fixed Assets</b>	
<b>1900 - PROPERTY &amp; EQUIPMENT, NET</b>	
19010000 - CLEARING ACCOUNT-ASSETMGT	\$104,222.68
19010027 - LAND-NE DUBLIN	\$16,875.00
19010028 - LAND-NE BRATTLEBORO	\$7,200.00
19010032 - LAND PINE ST, HOLYOKE, MA	\$24,000.00
19010100 - LAND	\$7,750.32
19020031 - LAND- NE CENTRAL ST, SPRINFIEL	\$24,453.00
19030024 - BUILDINGS NE-EXETER	\$3,285,560.31
19030026 - BUILDINGS NE-SPRINGFIELD	\$60,000.00
19030027 - BUILDINGS NE-DUBLIN	\$70,718.00
19030028 - BUILDINGS NE-BRATTLEBORO	\$10,742.00
19030031 - BUILDING NE- CENTRAL ST, SPRIN	\$271,572.80
19030032 - BUILDIND-PINE ST, HOLYOKE, MA	\$125,846.30
19030055 - BUILDINGS NE-SPRINGFIELD ADOLE	\$368,460.00
19040050 - LEASEHOLD IMPROVEMENTS	\$363,088.41
19040070 - EXETER SEPTIC	\$77,661.34
19040071 - EXETER	\$464,924.18
19040072 - WALLUM LAKE	\$1,018,456.38
19040073 - WALLUM LAKE BLDG III	\$1,775.75
19040074 - OTTMAR	\$22,716.32
19040075 - SPRINGFIELD ADULT	\$356,561.21
19040076 - SPRINGFIELD ACADEMY	\$337,987.44
19040077 - KEENE	\$15,602.16
19040078 - DUBLIN ADULT	\$579,326.31
19040079 - DUBLIN ACADEMY	\$157,448.19
19040080 - BRATTLEBORO	\$123,123.75
19040081 - MAINE	\$21,922.59
19040083 - LINDEN LODGE IMPROVEMENTS	\$240,352.46
19040086 - HOLYOKE IMPROVEMENTS	\$124,592.27
19040087 - DORCHESTER IMPROVEMENTS	\$229,341.92
19040100 - BUILDING IMPROV	\$2,099,421.54
19050100 - LEASEHOLD IMPROV	\$99,187.84
19080000 - VEHICLES	\$45,342.59
19100001 - FF&E - FURNITURE, FIXTURES	\$722,456.73
19100200 - NON-OP -BLDG IMPROV	(\$633,999.61)
19100300 - NON-OP -IT	(\$16,813.99)
19200001 - COMPUTER- EQUIPMENT	\$200,813.43
19200002 - COMPUTER -SOFTWARE	\$10,486.50
19200006 - CIS FY 1999	\$38,778.69
19200028 - NT MIGRATION	\$1,940.00
19200029 - TELEPHONE PROJECTS	\$207,818.02
19200039 - ENVIRONMENTAL CONTROLS MIS EQU	\$246,608.88
19200060 - PC LEASES (CAPITAL)	\$87,799.54
19200101 - IT HARDWARE-PCS	\$37,676.13
19200103 - IT HARDWARE-TEL VOIP & LAN UPG	\$26,917.40
19200104 - IT HARDWARE-OTHER	(\$20,887.78)
19200300 - FURNFIX&EQ	(\$30,436.51)
19200301 - FURNFIX&EQ-EQUIPMENT	\$339,978.72

FINANCIAL ROW

AMOUNT

19200302 - FURNFIX&EQ-FURNITURE	\$186,824.76
19850012 - CIP NEW ENGLAND	\$148,403.06
19900024 - ACCUM DEPRE-NE-EXETER	(\$1,288,919.27)
19900026 - ACCUM DEPRE-NE-SPRINGFIELD	(\$86,403.10)
19900027 - ACCUM DEPRE-NE-DUBLIN	(\$70,718.30)
19900028 - ACCUM DEPRE-NE-BRATTELBORO	(\$7,372.26)
19900029 - ACCUM DEPRE-NE-OTTMAR	(\$218,459.63)
19900032 - ACCUM DEPRE-NE-HOLYOKE BUILDIN	(\$9,088.89)
19900050 - ACCUM DEPRE-LEASEHOLD	(\$1,711,761.91)
19900055 - ACCUM DEPRE-BLDGS SPRINGFIELD	(\$60,336.48)
19900100 - ACCUM DEP -BUILDING	(\$70,284.86)
19900111 - ACCUM DEP - IT HARDWARE-PCS	(\$64,585.29)
19900112 - ACCUM DEP - IT HARDWARE-SERVER	(\$2,163.90)
19900113 - ACCUM DEP - IT HARDWARE-TELEPH	(\$26,290.83)
19900114 - ACCUM DEP - IT HARDWARE-OTHER	\$14,573.03
19900130 - ACCUM DEP - FURNFIX&EQ	\$30,436.51
19900131 - ACCUM DEP - FURNFIX&EQ-EQUIPME	(\$315,215.93)
19900132 - ACCUM DEP - FURNFIX&EQ-FURNITU	(\$381,735.69)
19900140 - ACCUM DEP -BUILDIMPROV	(\$1,696,277.55)
19900150 - ACCUM DEP -LEASEHOLDIMPROV	(\$374,853.30)
19900160 - ACCUM DEP -VEHICLES	(\$5,000.98)
19900170 - ACCUM DEP -NON-OPERATING	(\$1,749.27)
19900171 - ACCUM DEP -NON-OPERATING-BLGIM	(\$34,911.36)
19900172 - ACCUM DEP -NON-OPERATING-IT	\$11,963.93
19900173 - ACCUM DEP -NON-OPERATING-FF&E	(\$3,880.02)
19910001 - ACCUM DEPRE - FURN/FIXTURES	(\$503,124.09)
19910002 - ACCUM DEPRE-COMPUTER EQUIP	(\$516,336.59)
19910005 - ACCUM DEPR-OFFICE EQUIPMENT	(\$190,804.50)
19910018 - ACCUM DEPRE-VEHICLE	(\$40,342.29)
<b>Total - 1900 - PROPERTY &amp; EQUIPMENT, NET</b>	<b>\$2,983,474.11</b>
<b>Total Fixed Assets</b>	<b>\$2,983,474.11</b>
<b>Other Assets</b>	
1800 - SECURITY DEPOSIT	
18010000 - SECURITY DEPOSITS	\$104,471.31
<b>Total - 1800 - SECURITY DEPOSITS</b>	<b>\$104,471.31</b>
2000 - DEFERRED EXPENSES	
20040001 - NOTE RECEIVABLE BURLINGTON HOU	\$75,000.00
20040002 - NOTE RECEIVABLE CENTRAL VT COM	\$60,000.00
<b>Total - 2000 - DEFERRED EXPENSES</b>	<b>\$135,000.00</b>
<b>Total Other Assets</b>	<b>\$239,471.31</b>
<b>Total Assets</b>	<b>\$4,771,244.60</b>
<b>Liabilities &amp; Equity</b>	
<b>Current Liabilities</b>	
Accounts Payable	
3000 - ACCOUNTS PAYABLE	
30160000 - ACCOUNTS PAYABLE	\$316,584.85
<b>Total - 3000 - ACCOUNTS PAYABLE</b>	<b>\$316,584.85</b>
<b>Total Accounts Payable</b>	<b>\$316,584.85</b>
Credit Card	
3100 - ACCRUED EXPENSES	
31010004 - FRINGE-WORKERS COMP CONTROL	(\$91,678.74)

Unaudited Financial Statement



## FINANCIAL ROW

## AMOUNT

31030000 - ACCRUED EXPENSES-PAYROLL	\$329,403.13
31040000 - ACCRUED VACATION	\$382,187.28
31070000 - FICA WITHHELD	(\$15,418.00)
31110000 - PAYROLL TAX-LIABILITIES	\$4,744.01
31140000 - TAX DEFERRED ANNUITY WITHHELD	(\$572.35)
31340000 - ACCRUED AUDIT FEES	\$48,800.00
31360000 - Accrued Legal Settlement	\$280,000.00
31400000 - EMPLOYEE UNITED WAY	\$918.49
31450000 - FLEX SPEND EMPLOYEE PTN	\$11,350.75
31460000 - FLEX DEPEND EMPLOYEE PTN	\$2,350.00
31460099 - FLEX SPENDING PAYMENTS TO ADP	(\$380.00)
31480000 - EMPLOYEE DENTAL WITHHELD	(\$4,327.84)
31600000 - Flex Spending Employee	\$14,245.70
31600099 - FSA Bank Deductions	(\$16,233.98)
31620000 - OPTIONAL LEGAL W/H	\$97.50
31670000 - VOLUNTARY PET BENEFITS	(\$110.19)
31990000 - ACCRD EXPS- Pension Contrib	\$135,250.17
<b>Total - 3100 - ACCRUED EXPENSES</b>	<b>\$1,075,420.93</b>

Unaudited Financial Statement

FINANCIAL ROW

AMOUNT

Total - 4000 - NET ASSETS

(\$118,393.87)

**Unaudited Financial Statement**

**Phoenix Houses of New England, Inc.**  
**Phoenix Houses of New England**  
**Income Statement**  
**From Jul 2019 to Jun 2020**

FINANCIAL ROW	AMOUNT
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>521600 - CONTRACT REVENUE</b>	
52010000 - CONTRACT REV-COST REIMBURSMNT	\$308,701.08
52130000 - CONTRACTS-FFS-FEDERAL PROBATION	\$88,885.42
52150000 - CONTRACTS-FFS-OTHER	\$5,303,477.92
52150800 - CONTRACT REVENUE FFS - COVID-19 PREM	\$247,299.06
52180000 - CONTRACT REV-DEPT. OF CORRECTIONS	\$1,201,163.18
<b>Total - 521600 - CONTRACT REVENUE</b>	<b>\$7,149,226.66</b>
<b>5300 - CLIENT &amp; THIRD PARTY REVENUE</b>	
53020000 - DCYF	\$1,524.20
53030000 - FOODSTAMPS	\$6,589.50
53050000 - MEDICAID-MEDICAL	\$300,271.50
53050010 - MANAGED MEDICAID	\$9,420,350.68
53050099 - MANAGED MEDICAID RESERVE ACCOU	(\$693,041.27)
53050800 - Managed Medicaid COVID-19 Prem Adj-NH	\$405,388.84
53140000 - OTHER CLIENT FEES NOT INCL-REN	\$1,033.73
53140001 - OTHER CLIENT FEES-RESIDENT REN	\$81,190.45
53200000 - PRIVATE PAY REVENUE	\$38,734.00
53350000 - COMMERCIAL INSURANCE	\$384,890.08
53350001 - INSURANCE-PROV FOR UNCOLLECT	(\$105,052.16)
53350002 - INSURANCE-ADJUSTMENTS	(\$1,440.48)
<b>Total - 5300 - CLIENT &amp; THIRD PARTY REVENUE</b>	<b>\$9,840,439.07</b>
<b>Total - Income</b>	<b>\$16,989,665.73</b>
<b>Gross Profit</b>	<b>\$16,989,665.73</b>
<b>Expense</b>	
<b>7000 - PERSONNEL SERVICES</b>	
70010000 - SALARY ACCRUAL	(\$212,853.23)
70010010 - REGULAR PAY	\$9,060,530.34
70010011 - REGULAR PAY ADJUSTMENT	\$22,531.53
70010012 - RETRO PAY	\$50,608.95
70010020 - PERSONAL TIME	\$94,922.43
70010030 - VACATION TAKEN	\$368,513.55
70010032 - VACATION TERMINATIONS	\$74,845.18
70010033 - VACATION ACCRUAL	\$20,598.44
70010040 - SICK TIME	\$174,876.35
70010050 - OVERTIME 1.5	\$252,434.48
70010051 - OVERTIME 1.5 ADJUSTMENT	\$5,303.13
70010063 - PREMIUM SHIFT DIFFERENTIAL	\$60,661.38
70010065 - SHIFT DIFFERENTIAL	\$137,927.18
70010070 - OTHER PAY	\$77,156.46
70010071 - TRAINING	\$1,172.64
70010075 - EXELENCE AWARDS	\$4,131.25
70010076 - REFERRAL BONUS	\$12,964.28
70010077 - PERFORMANCE INCENTIVE AWARD	\$33,243.96

Unaudited Financial Statement

FINANCIAL ROW	AMOUNT
70010080 - BONUS (PIP)	\$121,107.15
70010085 - SEVERANCE	\$23,508.96
70010090 - HOLIDAY PAY	\$284,432.73
70010091 - HOLIDAY PAY ADJUSTMENT	\$421.81
70010092 - BEREAVEMENT PAY	\$12,731.05
70010094 - JURY DUTY PAY	\$325.79
70010800 - Salaries and wages COVID-19	\$222,252.17
<b>Total - 7000 - PERSONNEL SERVICES</b>	<b>\$10,901,347.96</b>
<b>7100 - EMP'EE BENEFITS &amp; PYROLL TAX</b>	
71020000 - SUI TAX EXPENSE	\$166,705.81
71030000 - FICA EMPLOYER	\$795,080.04
71150000 - FRINGE BENEFITS- NOT ALLOCATED	\$606.56
71150001 - Fringes - Life&/AD&D	\$42,753.34
71150003 - Fringes - Pension	\$265,226.40
71150004 - Fringes- Worker's Compensation	\$195,319.31
71150009 - Fringes Health - UHC	\$12,581.13
71150022 - Fringes - Health BCBS Premium	\$850,441.57
71160000 - FRINGE BENEFITS TUITION	\$29,070.30
71170000 - COBRA BENEFIT EXPENSE	(\$484.26)
<b>Total - 7100 - EMP'EE BENEFITS &amp; PYROLL TAX</b>	<b>\$2,357,300.20</b>
<b>7200 - PROFESSIONAL SERVICES</b>	
72010000 - CONSULTANTS	\$296,456.31
72020005 - PAYROLL EXPENSE ALLOCATION	\$109,132.31
72030000 - Laboratories	\$165.00
72040000 - PLACEMENT SERVICE	\$112,810.29
72050000 - MEDICAL/DENTAL CONSULT&OTHER	\$490,313.82
72060000 - TEMPORARY HELP	\$408,022.32
72070000 - ACCOUNTING SERVICES	\$110,414.38
72080000 - LEGAL SERVICES	\$54,456.52
72100000 - AUDIT FEES	\$17,298.51
<b>Total - 7200 - PROFESSIONAL SERVICES</b>	<b>\$1,599,069.46</b>
<b>7300 - SUB-CONTRACTED SERVICES</b>	
73050000 - IT MANAGER SERVICES	\$737,465.82
73090000 - CONTRACT SERVICES-OTHER	\$78,118.46
73210000 - INSURANCE EXP COST CENTER ALLO	\$398,282.78
<b>Total - 7300 - SUB-CONTRACTED SERVICES</b>	<b>\$1,213,867.06</b>
<b>7400 - FOOD</b>	
74020000 - FOOD	\$759,821.90
74020001 - DONATED FOOD	\$73,549.98
74030800 - COVID-19 FOOD	\$1,164.98
<b>Total - 7400 - FOOD</b>	<b>\$834,536.86</b>
<b>7500 - CLIENT SUPPLIES</b>	
75030000 - STIPEND/CONTINGENCY MGT FUNDS	\$247.16
75040000 - STIPEND-INTERN	\$145.00
75050000 - CLOTHING	\$510.38
75090000 - TOILETRIES	\$12,521.25
75100000 - BIRTH CERTIFICATES	\$295.56
75110000 - PRESCRIPTION & MEDICATIONS	\$5.00
<b>Total - 7500 - CLIENT SUPPLIES</b>	<b>\$13,724.35</b>
<b>7600 - OCCUPANCY COSTS</b>	
76030000 - SPACE RENTAL FACILITY	\$702,960.21

## FINANCIAL ROW

## AMOUNT

76050000 - NON-IT EQUIP PURCH <\$1000	\$3,812.14
76050010 - IT HARDWARE PURCH<\$1000	\$16,310.06
76050011 - KITCHEN EQUIP PURCH<10000	\$2,860.00
76050020 - IT SOFTWARE PURCH <\$1000	\$2,429.72
76070000 - NON-IT EQUIPMENT RENTAL	\$31,872.27
76070001 - CABLE TELEVISION	\$18,196.71
76070010 - COPIERS/IT HARDWARE RENTAL	\$41,728.20
76070011 - COPIERS MAINTENANCE& USAGE	\$20,247.11
76070020 - IT SOFTWARE LICENSES	\$3,855.96
76070025 - CAPITAL ALLOCATION WELLIGENT	\$6,005.20
76070030 - WELLIGENT SOFTWARE FEES	\$13,838.13
76080000 - NON-IT EQUIPMENT REPAIRS	\$2,756.20
76080010 - IT HARDWARE REPAIRS	\$38.24
76090010 - IT HARDWARE MAINTENANCE CONTRA	\$1,405.95
76100000 - ELECTRICITY	\$194,588.58
76110000 - GAS	\$82,000.57
76120000 - FUEL OIL	\$114,003.75
76130000 - WATER	\$44,168.63
76140000 - SEWER CHARGES	\$9,408.40
76150000 - FACILITY CHARGEBACK	\$176,278.47
<b>Total - 7600 - OCCUPANCY COSTS</b>	<b>\$1,588,714.50</b>
<b>7700 - VEHICLE COSTS</b>	
77040000 - VEHICLE COSTS FUEL & OIL	\$21,163.27
77050000 - VEHICLE COSTS REPAIRS & OTHERS	\$9,188.50
77060000 - VEHICLE COSTS RENT	\$42,701.46
77060001 - VEHICLE LEASE PAYMENT-USAGE	\$17,082.44
<b>Total - 7700 - VEHICLE COSTS</b>	<b>\$90,135.67</b>
<b>7900 - COMMUNICATIONS</b>	
79010000 - TELEPHONE USAGE	\$138,055.62
79030000 - LOCAL INTERNET SERVICE	\$46,426.52
79040000 - POSTAGE	\$7,862.28
79040800 - Postage COVID-19	\$15.05
79050000 - LOCAL-TEL&DATA EX.PAYPHONES, F	\$3,875.97
79060000 - TELE EQUIP REPAIRS & MAINT	\$326.58
79080000 - TELEPHONE- CELL PHONES	\$46,062.72
79100000 - DATA LINE/COMMUNICATION EXPENS	\$91,210.51
79110000 - DATA CENTER EXPENSES	\$20,124.36
<b>Total - 7900 - COMMUNICATIONS</b>	<b>\$353,959.61</b>
<b>8000 - OFFICE &amp; PROGRAM SUPPLIES</b>	
80010000 - OFFICE SUPPLIES	\$95,501.08
80010800 - Office Supplies COVID-19	\$91.66
80030000 - RECREATIONAL SUPPLIES	\$8,458.02
80040000 - MEDICAL & DENTAL SUPPLIES	\$94,618.67
80040001 - MEDICAL-TOXICOLOGY SUPPLIES	\$61.95
80040080 - MEDICAL & DENTAL SUPPL-DONATED	\$2,233.41
80040800 - Medical Supplies COVID-19	\$23,641.23
80050000 - HOUSEHOLD SUPPLIES/JANITORIALS	\$177,423.88
80050003 - LINENS&BEDDING	\$500.88
80050080 - HOUSEHOLD SUPPLIES-DONATED	\$178.33
80050800 - COVID-19 HOUSEHOLD SUPPLIES	\$6,584.93
80060000 - LAUNDRY CLEANING	\$257,410.28

## FINANCIAL ROW

## AMOUNT

80060800 - COVID-19 LAUNDRY CLEANING	\$15,810.93
80090000 - FURNITURE&EQUIPMENT UNDER <\$50	\$7,253.68
80090001 - FURN&EQ UNDER<\$500 -KITCHEN EQ	\$5,306.59
80100000 - KITCHEN SUPPLIES	\$53,762.93
80100080 - KITCHEN SUPPLIES-DONATED	\$123.95
80120000 - BOOKS,SUBCRIPTIONS & NEWSPAPER	\$3,871.25
80130000 - DUES	\$27,186.48
80150000 - PRINTING COSTS	\$1,280.61
<b>Total - 8000 - OFFICE &amp; PROGRAM SUPPLIES</b>	<b>\$781,800.74</b>
<b>8200 - GENERAL INSURANCE</b>	
82010000 - GENERAL INSURANCE	\$353,041.12
82010001 - PROPERTY INSURANCE	\$47,462.52
<b>Total - 8200 - GENERAL INSURANCE</b>	<b>\$400,503.64</b>
<b>8300 - TRAVEL</b>	
83010000 - STAFF TRAVEL	\$104,380.16
83010800 - Staff Travel COVID-19	\$271.34
83030000 - MEALS & MEETINGS	\$10,341.71
83050000 - RESIDENT TRAVEL	\$32,196.51
83070000 - GIFTS	\$16,973.64
83090000 - FLOWERS	\$260.29
83990000 - TRAVEL OTHER	\$96.35
85190000 - EMPLOYEE RENT	\$3,900.00
<b>Total - 8300 - TRAVEL</b>	<b>\$168,420.00</b>
<b>8500 - MISCELLANEOUS</b>	
85030000 - LICENSES & PERMITS	\$5,679.73
85030800 - Licenses & Permits COVID-19	\$2,382.00
85040000 - CLASSIFIED ADVERTISEMENTS	\$801.69
85050000 - AWARDS & HONORARIUMS	\$527.56
85060000 - REAL ESTATE TAXES	\$39,607.72
85130000 - TAX FILING FEE	\$1,000.00
85150000 - BANK SERVICE CHARGES	\$11,194.76
85150001 - LATE CHARGES	\$3,460.85
85150003 - CREDIT CARD PROCESSING FEE	\$926.19
85150004 - TRANSIT CHECK PROCESS FEES	\$125.72
85170000 - BAD DEBT EXPENSE	(\$0.01)
85260000 - LAUNDRY AND CLEANING	\$2,392.14
85300000 - PUBLICITY/ADVERTISING	\$17,098.07
85320000 - STAFF DEVELOPMENT/TRAINING	\$14,599.69
85990000 - MISCELLANEOUS	\$23,144.00
<b>Total - 8500 - MISCELLANEOUS</b>	<b>\$122,940.11</b>
<b>8600 - REPAIRS &amp; MAINTENANCE</b>	
86010000 - BUILDING VIOLATIONS & FINES	\$613.50
86020000 - CARPENTRY	\$949.15
86030000 - DEBRIS & GARBAGE REMOVAL	\$71,781.85
86040000 - ELECTRICAL	\$6,519.98
86060000 - GROUND MAINTENANCE	\$292,820.58
86060800 - GROUND & BLDG MAINT COVID-19	\$80.00
86070000 - HARDWARE	\$3,299.00
86100000 - PAINTING	\$1,893.43
86110000 - PEST CONTROL / EXTERMINATION	\$13,190.00
86120000 - PLUMBING	\$29,076.31

Unaudited Financial Statement



Phoenix House  
New England

**PHOENIX HOUSES OF NEW ENGLAND, Inc.**  
**Board of Directors**  
**99 Wayland Avenue, Providence, RI 02906 Tel. 401-331-4250**

**CHAIR**

**RANDY R. MARTINEZ**

Director, Diversity Strategy & Management  
CVS Health  
Years on Board: Seven (2013)

**PRESIDENT**

**PETER MUMMA**

President and CEO  
Phoenix House New England  
Years on Board: Three (2017)

**VICE CHAIR**

**SEAN T. COTTRELL**

Vice President  
Starkweather & Shepley Insurance Brokerage, Inc.  
Years on Board: Seven (2013)

**TREASURER**

**FRANK J. TILLINGHAST, CPA, MBA**

Co-founder and Chief Financial Officer  
SquadLocker, Inc.  
Years on Board: One (2019)

**SECRETARY**

**PAMELA RYAN**

Vice President for Human Resources  
Phoenix House New England  
Years on Board: One (2020)

# PETE MUMMA, MS, MBA

## BEHAVIORAL HEALTH & ADDICTION TREATMENT EXECUTIVE

Transformative strategic healthcare executive offering visionary leadership in current and post-contemporary Behavioral Health, Addiction Services, integrated care, population health & wellness, clinical & administrative optimization, quality enhancement, and service excellence. Excels at strategic innovation, aligning resources, and advancing stakeholder interests. Thrives in complex situations and deploys business savvy and clinical alignment to achieve goals. Respected for behavioral health expertise and evidence-based, outcome-focused deliverables. Strength in statistical analysis, inter-disciplinary team building, clinical best practices, and budget cycle optimization. Proven experience in real estate, facilities & zoning issues, board relations, mergers & acquisitions, integrated care, quality enhancement, geometric budgeting, population health and wellness, tele-medicine (tele-psychiatry), and overall revenue enhancement & cost of care reduction.

## VALUE OFFERED

- Integrated care design & implementation
- Strategic planning & Global Budget
- Population health and wellness focused
- Quality & performance enhancement
- Clinically aligned throughput focus
- Program transformation & administration
- Experience working with legislators
- Multi-site strategic & operational oversight
- Policy development & implementation
- Financial Accountability / P&L
- Evidence-based decision making
- Multiple-stakeholder solution focus
- Complex statistical trend analysis
- Payer and contract negotiations

## INNOVATIONS AND ACCOMPLISHMENTS

### Phoenix House

**August 2017 - present**

Since 1972 Phoenix House has grown to become the nation's leading independent nonprofit provider of alcohol and drug abuse treatment and prevention services, operating more than 120 programs in ten states. Currently, we care for a population of more than 5,000 men, women, and adolescents in recovery, and offer a wide range of treatment options along the ASAM Criteria. These CARF accredited programs include assessment and evaluation, detoxification, outpatient and residential programs, sober living residences, after-school and day programs for teens, case management, special women's services, and programs that serve those with both substance abuse and behavioral health problems.

### **President & CEO**

**(2019-present)**

Reporting to the Board of Directors, and responsible for all aspects of company operations, clinical effectiveness, strategy, and all other deliverables. Analyzed and ultimately disbanded the national organization into 6 regional free-standing companies. Elected President and CEO of Phoenix Houses of New England. Navigated successful acquisition of another clinical entity and transitioned all care in 5 weeks, start to finish. Successfully negotiated 35% rate increase of managed Medicaid rates. Developed state grant processes and successfully applied for same. Led 21-site, 4 state clinical health care operations through COVID. Successfully awarded maximum PPP1 and PPP2.



**Senior Vice President & New England Regional Executive, Phoenix Houses of New England (2017-2019)**

Reported to the national CEO and in conjunction with the Phoenix Houses of New England Board of Directors, maintains fiduciary responsibility for the executive, financial, operational, philanthropic and strategic care continuum for 19 care sites within the 4-state region including Rhode Island, Massachusetts, Vermont and New Hampshire. Build and operate an annual budget of \$30 million and oversee the care delivery of the region with a staff of 350 people (7 executive direct reports). Developing and expanding the leadership role in supporting the mission, vision, and values for Phoenix House, while ensuring the continuity of clinical excellence standards for clients, families, communities and stakeholders of the region.

Successes include a restructuring of regional administration to save \$500k annually, closure of three non-strategic programs with negative EBIDA while reabsorbing staff for a zero-net-job loss, and two revenue enhancement and optimization strategies worth \$3.5M annually, securing zoning for and building a new treatment center location, expanding revenue generating programs, completing a corporate merger, and restructuring the national corporation to reduce \$14M in national expense.

**LifeBridge Health, Baltimore, MD**

**2014 –2017**

LifeBridge Health, a "Fortune top 100 Companies to Work For", is a "US News" top rated, Magnet Hospital System headquartered in Baltimore MD with services provided throughout the region across the continuum of care with a primary service market of over 1M attributed lives. LifeBridge Health consists of 4 Hospitals: Sinai Hospital of Baltimore, Northwest Hospital, Carroll Hospital Center, Levindale Hebrew Geriatric Center and Hospital, includes 100+ ambulatory sites, 30+ Urgent Care Centers in 3 states, LifeBridge Health & Fitness, and other ancillary businesses.

**System Director, Psychiatry and Behavioral Health, LifeBridge Health**

Strategic, financial, clinical, operational and executive responsibility for care and outcomes within the full continuum of services of Psychiatric, Behavioral Health, and Addiction Medicine for the communities served by the LifeBridge Health system.

Design, Develop, and Deliver effective outcome-focused care within a state-wide, operationalized post-payer-reform model, HSCRC rate regulated and global revenue capitation environment. Accountable care design and delivery. Integrated care design and delivery. Serve on state and regional committees to proactively drive post-modern reform in the Behavioral Health Space:

Maryland Hospital Association – Behavioral Health Executive Task Force

Maryland Hospital Services Cost Review Commission (HSCRC) - Behavioral Health Subcommittee

Advanced Health Collaborative - Behavioral Health Executive Task Force

**Behavioral Health Executive Consultant**

**2013 – present**

National executive consultant focused on Behavioral Health, Psychiatry and Substance Abuse. Emphasis on helping systems and entities implement new solutions to integrated care, population health and population wellness, cost reduction, cost avoidance, and clinical enhancements. Clients have included major insurance companies, tertiary care healthcare systems, pharma and device manufacturing companies, marketing executives, executive directors and boards of directors, private practices, and integrated care sites.

Invited lecturer on New Directions in Behavioral Health at a professional conference on integration of services and treatment resistant depression.

54 outpatient sites, 640-bed, 3<sup>rd</sup>-time Magnet Hospital, Thomson Reuters' Top 100 Hospital, America's Best Hospitals – Top 50, US News & World Report.

**Administrative Director, Behavioral Health Service Line**

Directed the planning, development and implementation of Behavioral Health Services & the Department of Psychiatry, including Inpatient, Outpatient, Consult / Liaison Service, Psych Emergency Services, Integrated Behavioral Health (counseling and prescriptive services), various professional services contracts with other entities, within a city of 500K residents and a service area of 1.3M.

- Enhanced departmental net revenue by \$1.5 million over the first fiscal year, and by 7% or more each year thereafter. Closed FY2013 22% ahead of budget for the service line.
- Designed, proposed and implemented 4 different levels of integrated counseling and 2 levels of integrated psychiatry within adult and pediatric Patient Centered Medical Homes and specialty medical sites. Established atypical outcome metrics to determine cross-functional population health impact, and reduce overall cost of medical care.
- Initiated and directed a turnaround / total overhaul of the clinical model of care.
- Led team to drive improvements in Patient Satisfaction scores by 50% increase in "Top Box" scores in first 2 quarters. Won organization-wide awards for most improved specialty group practice for 2 consecutive 6-month periods. Consistent quarterly growth in patient satisfaction in all skill mix groups and all divisions.
- Overhauled, modernized and optimized policies, treatment planning processes, rounds, team structure, departmental reorganization, identification of environmental safety initiatives to deliver 2 successful Joint Commission surveys and successful annual DOH site surveys with zero deficiencies.
- Conceptualized and implemented multi-phase strategic growth plan for Behavioral Health Services, all with enhanced net revenue:
  - Phase I: Enhanced Capacity for core services: increased inpatient psychiatric beds by 45%. Modernized existing and new service design/build per NAPHS design standards. Doubled the size of the psychiatric consult-liaison service.
  - Phase II: Improved provider diversification and workforce sustainability. Worked with payers and medical executive staff to change culture and amend policy to initiate use of Psych Nurse Practitioners and other mid-levels.
  - Phase III: Created Interventional Psychiatry program including pharmaco-genetic testing and Transcranial Magnetic Stimulation. Secured capital donors for TMS equipment purchase. Drove design/build process to ensure concierge-level facility renovations. Operationalized program that exceeded annual projections within the first quarter of operations.

- Phase IV: Launched Integrated Behavioral Health initiatives - counseling and psychiatric services using four different models of integration at outpatient medical sites and Patient Centered Medical Homes.
- Oversaw departmental integration of system-wide electronic health record (EHR; EPIC) implementation in Outpatient and Inpatient environments, from workflow analysis to validation through implementation, go-live, and optimization phases.
- Designed and implemented new physician compensation model to a mutually beneficial productivity model, yielding both an increase in physician compensation and an increase in departmental net revenue.
- Modernized psychiatric staffing model to be consistent with leading practice trends, while maintaining robust HPPD. Simultaneously improved % top box patient satisfaction scores.
- Enhanced nursing clinical ladder program for RN staff. Created and implemented clinical ladder program for non-RN staff to enhance recruitment and retention, as well as improve employee satisfaction.
- Created & implemented Disaster/Emergency Behavioral Health Response team

**New Hanover Regional Medical Center, Wilmington, NC**

**2007 - 2009**

**Director, "The Oaks" Behavioral Health Hospital & related care continuum**

62 bed psychiatric hospital, within a 5 hospital regional Magnet healthcare system of over 700 beds.

- Implemented change of Physician team to Hospitalist model. Led redesign of clinical and administrative interfaces with respect to Behavioral Health Services.
- Modernized clinical services to psychiatric best practices.
- Enhanced revenue, reduced expense, and improved patient satisfaction outcomes of all areas within Behavioral Health Services.
- Provided strategic planning for immediate and long-range needs with all areas that interacted with Behavioral Health Services throughout the Health Network.
- Interfaced with local, regional, and state legislators, law enforcement, community resource groups, and other stakeholders to ensure collaborative success pathway and to define and lobby for solution focused statewide and local change.
- Spearheaded Critical Incident Stress Debriefing (CISD) disaster mental health team, responding on-scene and shortly thereafter to psychologically traumatizing events and disasters for medical and non-medical staff within the Health Network and to the surrounding community.

**University of Maryland Medical System, Baltimore, MD**

**1992 to 2007**

Very large, multi-hospital, quaternary care, academic medical center and lead agency, with a complete psychiatric continuum of care.

**Manager, Psychiatric Assessment and Referral Center (1996 to 2007)**

- Led several major initiatives that improved projected net collections by \$2+M annually for inpatient psychiatry, and substantially strengthened access to care.

- Developed and taught clinical, legal and administrative trainings to attending and resident physicians, as well as clinical and non-clinical staff.
- Identified insurance billing problems and implemented swift corrective action to reverse a \$4M annual loss trend.
- Presented legal cases, coordinated testimony, called witnesses under direct- and cross-examination for the University of Maryland Medical System at over 4000 involuntary admission hearings, and hundreds of forced medication review panels. Presented argument against public defender to administrative law judges, including opening statements and closing arguments.
- Orchestrated expansion of clinical call center's scope to successfully double operating hours, tripled volume, and yielded 1000+% annual return on investment.
- Computerized operations - designed, programmed, and administrated complex interactive relational databases to streamline clinical care, cost effectiveness and resource sharing, expedite reimbursement for treatment, and maximize patients' access to care.

**Clinical Admissions Coordinator (1993 to 1996)**  
**Psychiatric Counselor (1992 to 1994)**

### **EDUCATION**

**M.B.A., Health Care Management**, York College of PA, York, PA, 2018

**M.S., Applied Psychology**, University of Baltimore, Baltimore, MD, 1998

**B.A., Psychology**, Goucher College, Towson, MD, 1992

### **PROFESSIONAL MEMBERSHIPS & COMMUNITY SERVICE**

Board of Directors, <u>Substance Use Mental Health Leadership Council of RI</u>	(2017 to present)
American College of Healthcare Executives (ACHE)	(2003 to present)
Board of Directors, <u>Aavidum</u> .	(2013-2014)
Exec. Comm. Member, <u>Lancaster Co. Suicide Prevention Coalition</u> . MHA	(2012-2014)
President, Board of Directors, <u>NAMI –Wilmington, NC Chapter</u>	(2008-2009)
Exec. Board Member, <u>United Way - Ten Year Plan to End Chronic Homelessness – Wilmington, NC</u>	(2008-2009)

### **POLICY AND LEGISLATIVE**

Substance Use, Mental Health Leadership Council  
 Rhode Island, 9/2017 to present

Maryland Hospital Association  
 Behavioral Health Executive Committee, 2016-2017

Lancaster Health Improvement Partnership (LHIP) – Lancaster Chamber of Commerce  
 Community Needs Health Assessment and Planning Committee, 2013

Management and Operations Reform – State Psychiatric Hospitals of North Carolina,  
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,  
Legislative Session 2008

Mental Health Crisis Services and Safety Net Reform, North Carolina,  
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,  
Legislative Session 2008

New Hanover County Health Summit,  
University of North Carolina – Wilmington,  
Facilitator, roundtable discussion: “Enhancing Access to Mental Health Care”

### **SPECIALIZED EXPERIENCE**

Incident Command Structure (ICS): Applying ICS to Health-care Organizations and Hospitals (I-200), Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

National Incident Management System (NIMS) (I-700), Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

Critical Incident Stress Management, Intermediate – NC SE Regional Incident Command, 10/2008

Critical Incident Stress Management, Advanced - Pennsylvania Emergency Behavioral Health Institute, Instructor: Cofounder of CISD model George Everly, Ph.D., 06/2010

Psychological First Aid – PA Emergency Behavioral Health Institute / American Red Cross, 5/2010

# Kristi L. Provuncher

## Professional Summary

Twelve years of experience with support including executive's, physicians, department directors, managerial personnel and patients. Known by peers and supervisors for the ability to accommodate patients and staff.

## Employment History

- Phoenix Houses of New England** **2020-Present**
- Reports directly to the President & CEO. Provides executive support.
  - Overseeing Program management and communicating objectives between programs.
  - Serves as the primary point of contact for internal and external constituencies.
  - Organizes and coordinates executive outreach and external relations efforts; and over sees special projects.
- Lifespan Physician Group Inc., Providence, Rhode Island** **2016- 2020**
- Managing and marketing for the Laser and Aesthetics Center
  - Responsible for the organization and progressive scheduling for the lead nurse
  - Product, procedure marketing and event coordinator
  - Cosmetic representative for ordering and inventory
  - Consultant for cosmetic inquiries and scheduling
  - Assisting the Director and Chief of Plastic Surgery for pharmacy and financial Auditing
  - Composing consent, quotes and medical communication documents
- Rejuvaderm Medical Spa, Cranston, Rhode Island** **2015-2016**
- Calendar management for clients
  - Responsible for the organization and progressive scheduling for all hired staff
  - Website marketing and design
  - Payroll and timesheets
  - Fundraising and industry growth
  - Head of weekly meetings and updates
  - Responsible for last minute troubleshooting and staffing
- Rhode Island Hospital, Providence, Rhode Island** **2012-2015**
- Secretary for the chief of plastic surgery.
  - Assistant for the surgical coordinator, Physician assistant and administrative staff.
  - Process authorizations for surgeries and collect referral and coding documentation.
  - Client service representative in a clinic setting for cosmetic and reconstructive procedures.
- North Creek Pet Hospital, Bothell, Washington** **2011-2012**
- Client service representative for a small veterinary practice owned by a country wide corporation.
  - Assisted the manager with marketing and the creation of clerical projects.
  - On hand for surgical emergencies for doctors and technicians.
  - Scheduled and maintained office visits and the client database.

## Education

<b>Santa Fe College:</b> Gainesville, Florida	Associates Degree, Liberal Arts 2012
<b>Community College Of Rhode Island:</b> Warwick, Rhode Island	General Studies 2004
<b>Chariho Regional High School:</b> Richmond, Rhode Island	Diploma 2001

# Daniel T. Pender, MA., M.F.T

## Employment History

PHNE Vice President of Clinical Services, Continuous Quality Improvement, and Risk Management 2019 - Present

PHNE Regional Director of Continuous Quality Improvement & Risk Management & Interim Sr. Program Director of VT, NH, Western MA July '17 – 2019

PHNE – Quality Improvement – Regional Director (Part-time) Jan '11- July '17

PHTSS - Transitional Support Services - Program Director April '08 – July '17

- Program Director of 25 co-ed adult beds & Clinical Supervisor of 20 staff.

PH Academy – Feb.'07 – April '08

- Senior Counselor & part of Management team

Part-time Marriage & Family Therapy Private Practice, CT/MA June 1993 - 2009

Behavioral Health Network (BHN) - January 2006 - July 2006

- \* Outpatient Clinician

- \* Case Manager to Victims of Clergy Sexual Abuse

South Congregational Church, Lay Minister (Assistant to Pastor) Jan 2000 – Jan 2006

Agawam Congregational Church, Lay Minister (Assistant to Pastor) 1995 -1999

Graduate Studies September 1989 - January 1993

Mortgage Backed Securities Broker, Garban Limited, Wall Street,

- \* Desk Manager (25 brokers), Assistant Desk Manager (125 brokers) Aug '84-Aug '89

Darby O'Brien Advertising, Account Executive (TV/Radio Prod.), Springfield, MA 1982 - '84

## Education

*Masters degree, Marriage & Family Therapy (Systems Theory)*

Clinical member of the American Association of Marriage & Family Therapy regularly participating in continuing education workshops

Saint Joseph's College, West Hartford, CT, 1989 - 93

BA, Saint Alphonsus College, (Liberal Arts), Suffield, CT, 1981

*Continuing Education:* Certified in MET/CBT 5, Cultural Competency, NIATx, SIV, STAR (Seminars on Trauma Awareness & Recovery), Conflict Transformation & Management, Eastern Mennonite University, VA 2004, Natural Family systems theory study group, EEYM (Effective Education for Youth Ministry & Christian Educators)

## Proven Skills

*Employee Supervision;* hiring and supervising paid and volunteer staff

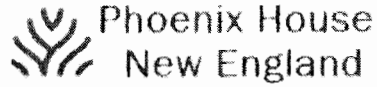
*Financial Management;* fundraising; budget creation & implementation

*Communication;* supervising editor of content, layout & design of newsletters & web page

*Organizational Training & Development;* teaching/training for staff & volunteers

*Volunteer Recruitment;* in not-for-profit settings where volunteers are critical to success

*Administration;* making order out of chaos; imaginative problem-solver; expert team builder; easy to work with; able to make difficult decisions; creating, organizing, and executing projects, workshops, etc; accustomed to working with boards and committees



**Phoenix Houses of New England Key Personnel**

**99 Wayland Avenue, Suite 100, Providence, RI 02906  
Tel. 401-331-4250**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Pete Mumma	President & CEO	\$258,000	0	0
Mark Perrotti	Interim CFO	N/A	0	0
Pam Ryan	Secretary & VP-Human Resources	\$155,500	0	0
Dan Pender	Vice President – Clinical Services, Continuous Quality Improvement	\$130,600	0	0
Kristi Provuncher	Chief of Staff	\$75,000	0	0



15 max



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shilbnette  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9544 1-800-852-3345 Ext. 9544  
 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 16, 2020

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$2,737,838 for Substance Use Disorder Treatment and Recovery Support Services with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	\$130,640
HEADREST	175226-B001		\$303,412
Phoenix Houses of New England, Inc.	177589-B001		\$1,264,109
West Central Services	177654-B001		\$10,000
FIT/NHNH, Inc.	157730-B001		\$1,029,677
<b>Total:</b>			<b>\$2,737,838</b>

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Council approval to prevent the current contracts from expiring. This request is **Sole Source** because the Department determined the Contractors have the capacity to continue providing substance use treatment and recovery support services to individuals and prevent a lapse in program services while the Department develops a new Request for Proposals.

This request represents five (5) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department anticipates the other seven (7) requests to be presented at the next Governor and Executive Council meeting for approval.

The purpose of this request is to ensure the continuation of substance use disorder treatment and recovery support services for New Hampshire residents in need of services. The Contractors offer an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors ensure individuals with substance use disorder receive the appropriate levels of treatment and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

The Department will monitor contracted services through monthly, quarterly and annual reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor achieves initiation, engagement, and retention goals as detailed in the contract.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of services may not receive the treatment, tools and education that are required to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # T1083041; CFDA #93.788/FAIN #T1081685 and #T1083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Dismas Home of NH Vendor Code: 290061-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$16,991	\$16,991
2022	102-500731	Contracts for Prog Svc	\$0	\$5,851	\$5,851
<b>Sub-total</b>			<b>\$0</b>	<b>\$22,842</b>	<b>\$22,842</b>

FIT/NHH, Inc. Vendor Code: 157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$153,558	\$153,558
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
<b>Sub-total</b>			<b>\$0</b>	<b>\$207,656</b>	<b>\$207,656</b>

HEADREST Vendor Code: 175226-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$36,226	\$36,226
2022	102-500731	Contracts for Prog Svc	\$0	\$11,621	\$11,621
<b>Sub-total</b>			<b>\$0</b>	<b>\$47,847</b>	<b>\$47,847</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$96,495	\$0	\$96,495
2022	102-500731	Contracts for Prog Svc	\$30,455	\$0	\$30,455
<b>Sub-total</b>			<b>\$126,950</b>	<b>\$0</b>	<b>\$126,950</b>

West Central Services Vendor Code: 177854-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,404	\$2,404
2022	102-500731	Contracts for Prog Svc	\$0	\$801	\$801
<b>Sub-total</b>			<b>\$0</b>	<b>\$3,205</b>	<b>\$3,205</b>
<b>Total Gov. Comm</b>			<b>\$126,950</b>	<b>\$281,650</b>	<b>\$408,600</b>

Attachment A  
Financial Details

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (86% FEDERAL FUNDS 34% GENERAL FUNDS)

Dismas Home of NH Vendor Code: 290061-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$36,009	\$36,009
2022	102-500731	Contracts for Prog Svc	\$0	\$12,399	\$12,399
<b>Sub-total</b>			<b>\$0</b>	<b>\$48,408</b>	<b>\$48,408</b>

FIT/NHMH, Inc. Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$325,442	\$325,442
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
<b>Sub-total</b>			<b>\$0</b>	<b>\$440,094</b>	<b>\$440,094</b>

HEADREST Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$76,774	\$76,774
2022	102-500731	Contracts for Prog Svc	\$0	\$24,629	\$24,629
<b>Sub-total</b>			<b>\$0</b>	<b>\$101,403</b>	<b>\$101,403</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
<b>Sub-total</b>			<b>\$269,050</b>	<b>\$0</b>	<b>\$269,050</b>

West Central Services Vendor Code: 177654-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$5,096	\$5,096
2022	102-500731	Contracts for Prog Svc	\$0	\$1,699	\$1,699
<b>Sub-total</b>			<b>\$0</b>	<b>\$6,795</b>	<b>\$6,795</b>
<b>Total Clinical Svcs</b>			<b>\$269,050</b>	<b>\$596,700</b>	<b>\$865,750</b>

Attachment A  
Financial Details

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$43,790	\$43,790
2022	102-500731	Contracts for Prog Svc	\$0	\$15,600	\$15,600
<b>Sub-total</b>			<b>\$0</b>	<b>\$59,390</b>	<b>\$59,390</b>

FIT/NHNH, Inc. Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$308,261	\$308,261
2022	102-500731	Contracts for Prog Svc	\$0	\$73,668	\$73,668
<b>Sub-total</b>			<b>\$0</b>	<b>\$381,927</b>	<b>\$381,927</b>

HEADREST Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$113,582	\$113,582
2022	102-500731	Contracts for Prog Svc	\$0	\$40,600	\$40,600
<b>Sub-total</b>			<b>\$0</b>	<b>\$154,182</b>	<b>\$154,182</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$639,109	\$0	\$639,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
<b>Sub-total</b>			<b>\$868,109</b>	<b>\$0</b>	<b>\$868,109</b>

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total SOR Grant</b>			<b>\$868,109</b>	<b>\$595,479</b>	<b>\$1,463,588</b>
<b>Grand Total All</b>			<b>\$1,264,109</b>	<b>\$1,473,729</b>	<b>\$2,737,838</b>

**Subject:** Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-10)

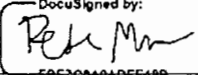
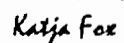
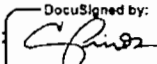
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Phoenix Houses of New England, Inc.		<b>1.4 Contractor Address</b> 99 Wayland Ave, Ste 100 Providence, RI 02906	
<b>1.5 Contractor Phone Number</b>  (401) 331-4250	<b>1.6 Account Number</b> 05-95-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	<b>1.7 Completion Date</b>  September 30, 2021	<b>1.8 Price Limitation</b>  \$1,264,109
<b>1.9 Contracting Officer for State Agency</b>  Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b>  (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 11/6/2020		<b>1.12 Name and Title of Contractor Signatory</b> Peter Mumma President & CEO	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 11/6/2020		<b>1.14 Name and Title of State Agency Signatory</b> Katja Fox Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 11/6/2020			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 11/6/2020

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials   
Date 11/6/2020

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT A**



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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2020, upon Governor and Executive Council approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.
- 1.4. Clinical Services
  - 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
  - 1.4.2. The Contractor shall ensure all clinical services:
    - 1.4.2.1. Focus on the client's strengths;
    - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
    - 1.4.2.3. Are client and family centered;
    - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
  - 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
    - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
    - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
  - 1.4.4.1. The provision of information;
  - 1.4.4.2. Risk assessment;
  - 1.4.4.3. Intervention and risk reduction education, and
  - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
  - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
  - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
  - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
    - 1.5.3.1. Methadone.
    - 1.5.3.2. Buprenorphine products, including:
      - 1.5.3.2.1. Single-entity buprenorphine products;
      - 1.5.3.2.2. Buprenorphine/naloxone tablets;
      - 1.5.3.2.3. Buprenorphine/naloxone films; and
      - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
    - 1.5.3.3. Long-acting injectable buprenorphine products.
    - 1.5.3.4. Buprenorphine implants.
    - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.
- 1.6. Transition Plan
  - 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
  - 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
    - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
    - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
    - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.
- 1.7. Resiliency and Recovery Oriented Systems of Care
  - 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
    - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
    - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

**1.8. Substance Use Disorder Treatment Services**

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Partial Hospitalization as defined as ASAM Criteria, Level 2.5. The Contractor shall ensure partial hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. The Contractor shall ensure partial hospitalization is provided to individuals for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 1.8.5. The Contractor shall provide Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. The Contractor shall ensure withdrawal management services provide a combination of clinical and/or medical services utilized to stabilize the individual while they are undergoing withdrawal.
- 1.8.6. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

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- 1.8.7. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. The Contractor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 1.8.8. The Contractor shall provide Residential Withdrawal Management services as defined as an ASAM Criteria, Level 3.7-WM a residential service. The Contractor shall provide withdrawal management services that includes a combination of clinical and medical services that are utilized to stabilize the client while the client undergoes withdrawal.
- 1.8.9. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall:
  - 1.8.9.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider as clinically appropriate.
  - 1.8.9.2. Coordinate care and meet all requirements for the service provided.
  - 1.8.9.3. Deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
  - 1.8.9.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.7, above.

**1.9. Enrolling Individuals for Services**

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.9.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology

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System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:

- 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
  - 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
  - 1.9.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and
  - 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 1.9.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
- 1.9.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.
  - 1.9.6.2. During treatment only when determined by a Licensed Counselor.
- 1.9.7. The Contractor shall either complete clinical evaluations in Paragraph 1.9.6, above before admission or Level of Care Assessments in

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- Paragraph 1.9.3, above before admission along with a clinical evaluation in Paragraph 1.9.6, above after admission.
- 1.9.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
- 1.9.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
  - 1.9.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
    - 1.9.8.2.1. A service with a lower Intensity ASAM Level of Care;
    - 1.9.8.2.2. A service with the next available higher intensity ASAM Level of Care;
    - 1.9.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
    - 1.9.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:
- 1.9.9.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
    - 1.9.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
    - 1.9.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
      - 1.9.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and

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- 1.9.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
  - 1.9.9.1.2.2.1. 60-minute individual or group outpatient session per week;
  - 1.9.9.1.2.2.2. Recovery support services, as needed by the individual; and
  - 1.9.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.9.9.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.9.9.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.9.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.9.5. Individuals with Opioid Use Disorders.
- 1.9.9.6. Veterans with substance use disorders
- 1.9.9.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.9.9.8. Individuals who require priority admission at the request of the Department.
- 1.9.10. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.11. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.12. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
  - 1.9.12.1. The Division for Children, Youth and Families (DCYF).
  - 1.9.12.2. Probation and parole programs.

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1.9.12.3. Doorways.

1.9.13. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

1.9.14. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.

1.9.15. The Contractor shall not deny services to an adolescent due to:

1.9.15.1. The parent's inability and/or unwillingness to pay the fee; or

1.9.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.

1.9.16. The Contractor shall provide services to eligible individuals who:

1.9.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;

1.9.16.2. Have co-occurring mental health disorders; and/or

1.9.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

1.9.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.

1.9.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:

1.9.18.1. Kitchens.

1.9.18.2. Group rooms.

1.9.18.3. Recreation rooms and/or areas.

1.10. Denial of Services

1.10.1. The Contractor shall ensure individuals who are denied services:

1.10.1.1. Are informed of the reason for denial; and

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- 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
- 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
  - 1.10.2.1. Previously left treatment against the advice of staff;
  - 1.10.2.2. Relapsed from an earlier treatment;
  - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
  - 1.10.2.4. Has been diagnosed with a mental health disorder.
- 1.11. Waitlists
  - 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
  - 1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.
- 1.12. Assistance with Enrolling in Insurance Programs
  - 1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:
    - 1.12.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
    - 1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record
- 1.13. Service Delivery Activities and Requirements
  - 1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:
    - 1.13.1.1. All policies and procedures are reviewed and revised, as necessary.
    - 1.13.1.2. All staff providing services receive training on policies and procedures currently in place.

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1.13.1.3. Maintenance of specific policies that include, but are not limited to:

1.13.1.3.1. Client rights, grievance and appeals policies and procedures.

1.13.1.3.2. Progressive discipline, leading to administrative discharge.

1.13.1.3.3. Reporting and appealing staff grievances.

1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.

1.13.1.3.5. Policies on client and employee smoking.

1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.

1.13.1.3.7. Policies and procedures for holding a client's possessions.

1.13.1.3.8. Secure storage of staff medications.

1.13.1.3.9. A client medication policy.

1.13.1.3.10. Urine specimen collection, as applicable, that:

1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and

1.13.1.3.10.2. Minimize falsification.

1.13.1.3.11. Safety and emergency procedures on:

1.13.1.3.11.1. Medical emergencies;

1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

1.13.1.3.11.3. Reporting employee injuries;

1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;

1.13.1.3.11.5. Emergency closings; and

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- 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.13.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
  - 1.13.2.1. During initial contact.
  - 1.13.2.2. During screening.
  - 1.13.2.3. At intake.
  - 1.13.2.4. During admission.
  - 1.13.2.5. During on-going treatment services.
  - 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
  - 1.13.3.1. During initial contact.
  - 1.13.3.2. During screening.
  - 1.13.3.3. At intake.
  - 1.13.3.4. During admission.
  - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of

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withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;

- 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
- 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
  - 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
    - 1.13.5.1.1. Specific with clearly defined action steps;
    - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
    - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
    - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
    - 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
  - 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
  - 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
    - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;



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- 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
  - 1.13.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
  - 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
- 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
  - 1.13.6.2. Ensure providers include, but are not limited to:
    - 1.13.6.2.1. A primary care provider, as appropriate.
    - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
    - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
    - 1.13.6.2.4. Peer recovery support provider, as appropriate.
  - 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
    - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
    - 1.13.6.3.2. Meet with individuals to describe available services; and
    - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.

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- 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
  - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
  - 1.13.6.5.2. Probation and/or parole programs, as applicable
  - 1.13.6.5.3. The Doorways, as applicable.
- 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
  - 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
  - 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
    - 1.13.7.2.1. Continuing Service Criteria A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
    - 1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
    - 1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately

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treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

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- 1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.
- 1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:
  - 1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;
  - 1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or
  - 1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.
- 1.13.9. The Contractor shall deliver services in this Contract in accordance with:
  - 1.13.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).
  - 1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).
  - 1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).
- 1.14. Individual and Group Education
  - 1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:
    - 1.14.1.1. Hepatitis C Virus (HCV).
    - 1.14.1.2. Human Immunodeficiency Virus (HIV).
    - 1.14.1.3. Sexually Transmitted Diseases (STD).
    - 1.14.1.4. Tobacco Treatment Tools that include:
      - 1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
      - 1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the

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certified tobacco cessation counselors available through the QuitLine.

1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

**1.15. Medication Services**

1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.

1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:

- 1.15.2.1. The client's name;
- 1.15.2.2. The medication name and strength;
- 1.15.2.3. The prescribed dose;
- 1.15.2.4. The route of administration;
- 1.15.2.5. The frequency of administration; and
- 1.15.2.6. The date ordered.

1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.

1.15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:

- 1.15.4.1. All medications are kept in a storage area that is:
  - 1.15.4.1.1. Locked and accessible only to authorized personnel;
  - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
  - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
  - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.

1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within

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- the locked medication storage area and accessible only to authorized personnel; and
- 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
  - 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
  - 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
    - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
    - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
    - 1.15.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
  - 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
    - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
    - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
    - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
  - 1.15.8. The Contractor shall document in an individual client medication log:
    - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
    - 1.15.8.2. The date and the time the medication was taken;
    - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
    - 1.15.8.4. The reason for any medication refused or omitted.
  - 1.15.9. The Contractor shall ensure upon a client's discharge that:
    - 1.15.9.1. The medication log is included in the client's record and

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1.15.9.2. The client is provided with remaining medication to take with him or her

**1.16. Tobacco Free Environment**

1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:

1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.

1.16.1.2. Apply to employees, individuals and employee or individual visitors.

1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business

1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.

1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.

1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.

1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.16.3. The Contractor shall ensure the tobacco free environment policy is:

1.16.3.1. Posted in the Contractor's facilities.

1.16.3.2. Posted in all Contractor vehicles.

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- 1.16.3.3. Included in employee, individual, and visitor orientations.
- 1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.
- 1.17. Staffing
  - 1.17.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
  - 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
    - 1.17.2.1. Job title;
    - 1.17.2.2. Physical requirements of the position;
    - 1.17.2.3. Education and experience requirements of the position;
    - 1.17.2.4. Duties of the position;
    - 1.17.2.5. Positions supervised; and
    - 1.17.2.6. Title of immediate supervisor.
  - 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
    - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
    - 1.17.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
    - 1.17.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
      - 1.17.3.3.1. Felony convictions in this or any other state;
      - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
      - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other



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state for assault, fraud, abuse, neglect or exploitation or any person.

- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
  - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 1.17.4.2. Do not exceed the criminal background standards established above;
  - 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
  - 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
    - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
    - 1.17.4.4.3. Confidentiality requirements;
    - 1.17.4.4.4. Grievance procedures for both clients and staff;
    - 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
    - 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
    - 1.17.4.4.7. The Contractor's infection prevention program;
    - 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
  - 1.17.4.5. Sign and date documentation that certifies orientation is completed; and

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- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
    - 1.17.5.1.1. The name of the examinee.
    - 1.17.5.1.2. The date of the examination.
    - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
    - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
    - 1.17.5.1.5. The dated signature of the licensed health practitioner.
  - 1.17.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 1.17.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.17.7.1. A completed application for employment or a resume, including:
    - 1.17.7.1.1. Identification data; and

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- 1.17.7.1.2. The education and work experience of the employee.
- 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
  - 1.17.7.2.1. Position title;
  - 1.17.7.2.2. Qualifications and experience; and
  - 1.17.7.2.3. Duties required by the position.
- 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
- 1.17.7.4. A signed and dated record of orientation.
- 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
- 1.17.7.6. Records of screening for communicable diseases results required above.
- 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.17.7.8. Documentation of annual in-service education.
- 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/
- 1.17.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.17.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

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- 1.17.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
  - 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
- 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
    - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
    - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
    - 1.17.8.1.3. Licensed mental health provider.
  - 1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
    - 1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
    - 1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
    - 1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are

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under the direct supervision of a licensed supervisor.

1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.17.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:

1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:

1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.

1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.

1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.

1.17.14. The Contractor shall ensure supervision includes the following techniques:

1.17.14.1. Review of case records;

1.17.14.2. Observation of interactions with clients;

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- 1.17.14.3. Skill development; and
- 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
  - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
  - 1.17.17.2. The 12 Core Functions;
  - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics, as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.

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- 1.17.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.17.22.1. A Department-approved ethics course;
  - 1.17.22.2. A Department-approved course on the 12 Core Functions;
  - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR.Part 2.
- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
  - 1.17.25.1. The contract requirements.
  - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.17.26.1. Hepatitis C (HCV);
  - 1.17.26.2. Human immunodeficiency virus (HIV);
  - 1.17.26.3. Tuberculosis (TB); and
  - 1.17.26.4. Sexually transmitted diseases (STDs).

1.18. Facilities License

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- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

**1.19. Inspections**

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
  - 1.19.1.1. A reception area separate from living and treatment areas;
  - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
  - 1.19.1.3. Secure storage of active and closed confidential client records; and
  - 1.19.1.4. Separate and secure storage of toxic substances.
- 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
  - 1.19.2.1. The facility premises;
  - 1.19.2.2. All programs and services provided under the contract; and
  - 1.19.2.3. Any records required by the contract.
- 1.19.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

**1.20. Web Information Technology System (WITS)**

- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.

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1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:

- 1.20.3.1. Is not entered into the WITS system; and
- 1.20.3.2. Does not receive services described this contract.
- 1.20.3.3. Is assisted with finding alternative payers for the required services.

1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

**1.21. Quality Improvement**

1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:

- 1.21.1.1. Participating in electronic and in-person individual record reviews.
- 1.21.1.2. Participating in site visits.
- 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.

1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:

- 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
- 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.

1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:

- 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
- 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

**1.22. Client Discharge and Transfer**

1.22.1. The Contractor may discharge a client from a program due to:

- 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;

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- 1.22.1.2. The client terminates from the program due to:
  - 1.22.1.2.1. Administrative discharge;
  - 1.22.1.2.2. Non-compliance with the program;
  - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
  - 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
- 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
  - 1.22.2.1. The dates of admission and discharge or transfer.
  - 1.22.2.2. The client's psychosocial substance abuse history and legal history.
  - 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
  - 1.22.2.4. The reason for discharge or transfer.
  - 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
  - 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
  - 1.22.2.7. A continuing care plan, including all ASAM domains.
  - 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
  - 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.

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- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
- 1.22.4.1. The discharge summary;
  - 1.22.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.22.4.3.1. TB test results;
    - 1.22.4.3.2. A record of the client's treatment history; and
    - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
- 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
  - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
- 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 1.22.6.2. The client is non-compliant with prescription medications;
  - 1.22.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
  - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

**1.23. Client Rights**

**1.23.1. Notice of Client Rights**

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- 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
  - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
  - 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
  - 1.23.1.1.3. Notification of rights are documented in the client record.
  - 1.23.1.1.4. Posting the notices continuously and conspicuously;
  - 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.
- 1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

**1.24. Administrative Remedies**

- 1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:
  - 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
  - 1.24.1.2. Imposing a directed POC upon a Contractor;
  - 1.24.1.3. Suspension of a contract; or
  - 1.24.1.4. Revocation of a contract.
- 1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
  - 1.24.2.1. Identifies each deficiency;
  - 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 1.24.3. A POC shall be developed and enforced in the following manner:

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- 1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
  - 1.24.3.1.1. How the Contractor intends to correct each deficiency;
  - 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 1.24.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 1.24.3.2. The Department shall review and accept each POC that:
  - 1.24.3.2.1. Achieves compliance with contract requirements;
  - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.24.4.1. Reviewing materials submitted by the Contractor;
  - 1.24.4.2. Conducting a follow-up inspection; or

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- 1.24.4.3. Reviewing compliance during the next scheduled inspection;
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.24.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.24.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10<sup>th</sup> day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
  - 3.2.1. 100% of all individuals at admission;
  - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
  - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.

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- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
  - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
  - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
  - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
    - 3.4.1.1. Abuse.
    - 3.4.1.2. Neglect.
    - 3.4.1.3. Exploitation.
    - 3.4.1.4. Rights violation.
    - 3.4.1.5. Missing person.
    - 3.4.1.6. Medical emergency.
    - 3.4.1.7. Restraint.
    - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
  - 3.7.1. When the sentinel even involves any individual receiving services under this contract;
  - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
    - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
    - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
    - 3.7.2.3. Location, date, and time of the event;

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- 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
- 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
- 3.7.2.6. The identification of any media that had reported the event; and
- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

**4. Performance Measures**

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

- 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
  - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
  - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
  - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
  - 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
  - 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the % of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
  - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.

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- 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
- 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
- 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

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5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories,

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valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

- 7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:
  - 7.1.1. Days of Cash on Hand:
    - 7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
    - 7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

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7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit

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and Loss statement for the month and year-to-date for the program being funded with this contract.

- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
  - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
  - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
    - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
    - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
    - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
    - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
  - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
  - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or

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materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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**8. Contract Compliance Audits**

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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**Payment Terms**

1. Source(s) of Funding
  - 1.1. This Agreement is funded by:
    - 1.1.1. 16.625% federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019 by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
    - 1.1.2. 59.899% federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI083326;
    - 1.1.3. 10.572% general funds; and
    - 1.1.4. 12.904% Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
  - 1.2. The Source(s) of Funding listed in Section 1.1 represent(s) the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Non Reimbursement for Services
  - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
    - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
    - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
    - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the rates in Exhibit C-1, Service Fee Table.



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- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:
  - 3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

- 3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
  - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
  - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
  - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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**5. Calculating the Amount to Charge the Department Applicable to All Services**

- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
  - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.2. Second: Charge the client according to Section 9, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
  - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 9 Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount

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specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.

- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
  - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
  - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
  - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$868,109**.
  - 6.3. The Contractor shall maintain documentation of the following:
    - 6.3.1. Medicaid ID of the Client.
    - 6.3.2. WITS ID of the client, if applicable.
    - 6.3.3. Period for which room and board payments apply.
    - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
    - 6.3.5. Amount being billed to the Department for the service.
  - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).
  - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

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**7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services**

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and

7.1.2. The charges to the Department.

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

<b>Table A</b>	
<b>If the percentage of Client's income of the Federal Poverty Level (FPL) is:</b>	<b>Then the Contractor may charge the client up to the following amount for room and board per week:</b>
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

**8. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)**

8.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:

8.1.1. Medication

8.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes

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Annotated (RSA) 126-A:3 III. (b), except for Section 8.1.2 below.

8.1.1.2. The Contractor shall be reimbursed for MAT with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

8.1.1.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to seven (7) days per week, using the code for Methadone in an OTP as H0020, and the code for buprenorphine in an OTP as H0033.

8.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.

8.1.1.3. The Contractor shall maintain documentation of the following:

8.1.1.3.1. WITS Client ID Number;

8.1.1.3.2. Period for which prescription is intended;

8.1.1.3.3. Name and dosage of the medication;

8.1.1.3.4. Associated Medicaid code;

8.1.1.3.5. Charge for the medication;

8.1.1.3.6. Client cost share for the service; and

8.1.1.3.7. Amount being billed to the Department for the service.

8.1.2. Physician Time

8.1.2.1. The Contractor agrees that Physician Time is the time spent by a physician or other medical professional to provide MAT Services, including but not limited to:

8.1.2.1.1. Assessing the client's appropriateness for a medication.

8.1.2.1.2. Prescribing and/or administering a medication.

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- 8.1.2.1.3. Monitoring the client's response to a medication.
- 8.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.
- 8.1.2.3. The Contractor shall maintain documentation of the following:
  - 8.1.2.3.1. WITS Client ID Number;
  - 8.1.2.3.2. Date of service;
  - 8.1.2.3.3. Description of service;
  - 8.1.2.3.4. Associated Medicaid code;
  - 8.1.2.3.5. Charge for the service;
  - 8.1.2.3.6. Client cost share for the service; and
  - 8.1.2.3.7. Amount being billed to the Department for the service.

**9. Sliding Fee Scale**

- 9.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 9.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 9.3. The Contractor shall not deny a child under 18 years of age services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**10. Submitting Charges for Payment**

Phoenix Houses of New England, Inc.

Exhibit C

Contractor Initials

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- 10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:
  - 10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
  - 10.1.5. Submit separate batches for each billing month.
- 10.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 10.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 10.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
- 10.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 10.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 10.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 10.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or

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products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

- 10.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 10.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 10.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 10.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 10.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements..
- 10.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**11. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**

- 11.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 11.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
  - 11.2.1. Make cash payments to intended recipients of substance abuse services.
  - 11.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
  - 11.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
  - 11.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.



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11.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

11.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

12. Audits

12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



- 
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

DS  
PM



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

**Exhibit C-1**

**Service Fee Table**

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

**Table A**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day
1.8.	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day

DS  
PM



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

**Exhibit C-1**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.9.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.10	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.11	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.12	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 8.1	See Exhibit C, Section 8.1
1.13	Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

- US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
- US DEPARTMENT OF EDUCATION - CONTRACTORS**
- US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DS PM  
Date 11/6/2020



New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

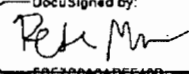
Place of Performance (street address, city, county, state, zip code) (list each location)


Check  if there are workplaces on file that are not identified here.

Vendor Name:

11/6/2020

Date

DocuSigned by:  
  
 Name: Peter Mumma  
 Title: President & CEO

DS  
  
 Vendor Initials  
 Date 11/6/2020



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma

Title: President & CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

DS  
PM

Date 11/6/2020

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

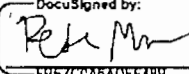
LOWER TIER COVERED TRANSACTIONS


- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/6/2020

Date

DocuSigned by:  
  
 Name: Peter Mumma  
 Title: President & CEO

Contractor Initials   
 Date 11/6/2020

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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PM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma

Title: President & CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

DS  
PM

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma

Title: President & CEO



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received ~~by~~ Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

PM

Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials DS PM  
 Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials PHI PM

Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate





New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
 The State by:  
 Katja Fox  
 Signature of Authorized Representative  
 Katja Fox  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 11/6/2020  
 Date

Phoenix House  
 Name of the Contractor  
 Peter Mumma  
 Signature of Authorized Representative  
 Peter Mumma  
 Name of Authorized Representative  
 President & CEO  
 Title of Authorized Representative  
 11/6/2020  
 Date



New Hampshire Department of Health and Human Services  
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

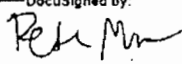
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/6/2020

Date

DocuSigned by:  
  
 Name: Peter Mumma  
 Title: President & CEO

Contractor Initials   
 Date 11/6/2020

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 075715193
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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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



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.20., Paragraph 1.20.4 to read:
  - 1.20.4 The Contractor shall utilize the WITS system for individuals who are in a program funded by, or under the oversight of, the Department; this shall include:
    - 1.20.4.1. Individuals receiving BDAS-funded SUD treatment services;
    - 1.20.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.20.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.5 to read:
  - 1.20.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.6 to read:
  - 1.20.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5., Subsection 5.3, Credits and Copyright Ownership to update the heading title to read:

5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1 - Sample End User License Agreement with the State of New Hampshire prior to such referencing or

SS-2021-BDAS-04-SUBST-11-A01

South Eastern New Hampshire Alcohol and  
Drug Abuse Services.

Contractor Initials:

*DME*

Date: 5/12/2021

marketing.

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine.

6. Modify Exhibit C, Payment Terms, Section 6, Paragraph 6.1. to read:

6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) or Stimulant Use Disorder in Residential Level of Care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD or Stimulant Use Disorder in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$754,383**.

6.3. The Contractor shall maintain documentation that includes, but is not limited to:

6.3.1. Medicaid ID of the Client.

6.3.2. WITS ID of the Client, if applicable.

6.3.3. Period for which room and board payments apply.

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.

6.3.5. Amount being billed to the Department for the service.

6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Modify Exhibit C, Payment Terms, Section 10, Submitting Charges for Payment, Subsection 10.5 to read:

10.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder and/or Stimulant Use Disorder that are Medicaid coded for both residential and transitional living services.

8. Modify Exhibit C-1, Service Fee Table, Table A, Subsection 1.6 to read:

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.6	Low-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder - Enhanced Room and Board	\$100.00	Per day

9. Modify Exhibit C-1, Service Fee Table, Table A, Subsection 1.8 to read:

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.8	High-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder - Enhanced Room and Board	\$100.00	Per day

SS-2021-BDAS-04-SUBST-11-A01

South Eastern New Hampshire Alcohol and Drug Abuse Services.

Contractor Initials:

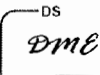
DS  
*DME*

Date: 5/12/2021

10. Add Exhibit L, Amendment #1 - Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

SS-2021-BDAS-04-SUBST-11-A01

South Eastern New Hampshire Alcohol and  
Drug Abuse Services.

Contractor Initials: 

Date: 5/12/2021



All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/13/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

South Eastern New Hampshire Alcohol and Drug Abuse  
Services

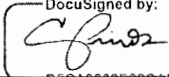
5/12/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Denise Elwart*  
\_\_\_\_\_  
Name: Denise Elwart  
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/13/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

This End User License Agreement ("EULA") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
  
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

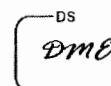
Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_



# State of New Hampshire

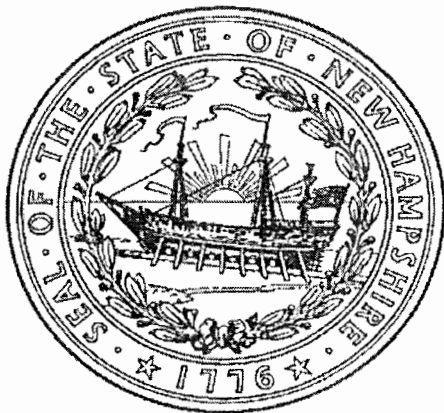
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. 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: **64991**

Certificate Number: **0005354197**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Mark Kennard, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southeastern NH Alcohol and Drug Abuse Service.  
(Corporation/LLC Name)

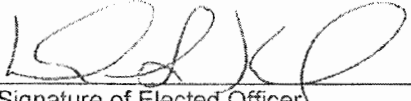
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 24, 20 19, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Denise M. Elwart (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southeastern NH Alcohol and Drug Abuse Service to enter into contracts or  
(Name of Corporation/ LLC)  
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: 4/22/21

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Mark Kennard  
Title: Chair, Board of Trustees



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> USI Insurance Svcs, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123		<b>CONTACT NAME:</b> Gina Beaulieu <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>FAX (A/C, No):</b> 877-775-0110 <b>E-MAIL ADDRESS:</b> Gina.Beaulieu@usi.com	
<b>INSURED</b> Southeastern New Hampshire Alcohol & Drug Abuse Services 272 County Farm Road Dover, NH 03820		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.	<b>NAIC #</b> 18058
		<b>INSURER B:</b> MEMIC Indemnity Co	<b>NAIC #</b> 11030
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

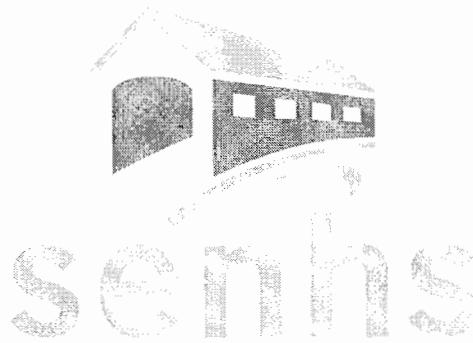
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2186999	11/01/2020	11/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2186999	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB740218	11/01/2020	11/01/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	3102800341	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability			PHPK2186999	11/01/2020	11/01/2021	\$1,000,000 Per Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Evidence of coverage.**

<b>CERTIFICATE HOLDER</b>  State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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## **VISION STATEMENT**

SENHS is a leader among substance use disorder (SUD) programs in New Hampshire, financially sound, offering quality programming and regarded as a trusted partner in the delivery of expertise and services.

## **MISSION STATEMENT (Current)**

SENHS provides expert addiction treatment to help and support individuals and families who are in need of substance abuse disorder services.

## **VALUES AND PRINCIPLES**

- Compassionate:** We treat our clients and staff with dignity and compassion, always striving to help them find success.
- Transparent:** We conduct ourselves with an openness and honesty at all levels within the community, and among our clients, staff and board.
- Trusted:** We are trusted and have credibility with all those with whom we interact.
- Flexible:** We have financial stability, physical space, and adequate staffing to offer options in programs and services.
- Relationships:** We value our relationships with other providers, funders, donors, volunteers and people who have gone through our programs, knowing that involving each in the work we do will only strengthen our ability to accomplish our mission.

***SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE***

***Consolidated Audited Financial Statements***

***For The Fiscal Years Ended  
June 30, 2020 and 2019***

**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
**Southeastern New Hampshire  
Alcohol & Drug Abuse Services and Affiliate**  
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Penchansky & Co., PLLC*

Penchansky & Co., PLLC  
Certified Public Accountants  
Manchester, New Hampshire

August 19, 2020

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES AND AFFILIATE**  
Consolidated Statements of Financial Position  
As of June 30,

ASSETS

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Totals	2019 Totals
<b><u>Current Assets:</u></b>				
Cash and Cash Equivalents, Organization	\$ 449,277	\$ 0	\$ 449,277	\$ 144,241
Cash and Cash Equivalents, Affiliate	112,434	0	112,434	61,731
Accounts Receivable, Net of Allowance for Doubtful Accounts	127,340	0	127,340	173,458
Prepaid Expenses	11,510	0	11,510	10,674
Total Current Assets	<u>700,561</u>	<u>0</u>	<u>700,561</u>	<u>390,104</u>
<b><u>Fixed Assets:</u></b>				
Building Improvements	895,166	0	895,166	895,166
Furniture and Equipment	112,734	0	112,734	127,925
Equipment - Capital Lease	23,520	0	23,520	21,250
Less: Accumulated Depreciation	<u>(643,814)</u>	<u>0</u>	<u>(643,814)</u>	<u>(622,446)</u>
Net Fixed Assets	<u>387,606</u>	<u>0</u>	<u>387,606</u>	<u>421,895</u>
Total Assets	<u>\$ 1,088,167</u>	<u>\$ 0</u>	<u>\$ 1,088,167</u>	<u>\$ 811,999</u>

-Continued on next page-

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES AND AFFILIATE**  
**Consolidated Statements of Financial Position**  
**As of June 30,**

**LIABILITIES AND NET ASSETS**

	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<b><u>Current Liabilities:</u></b>				
Accounts Payable	\$ 11,820	\$ 0	\$ 11,820	\$ 29,282
Accrued Expenses	4,318	0	4,318	12,999
Accrued Payroll and Taxes	107,167	0	107,167	89,975
Deferred Revenue	27,920	0	27,920	32,628
Current Portion of Capital Lease	4,704	0	4,704	6,533
	<u>155,929</u>	<u>0</u>	<u>155,929</u>	<u>171,417</u>
<b><u>Long Term Liabilities:</u></b>				
Note Payable	250,000	0	250,000	0
Capital Lease, Net of Current Portion	14,896	0	14,896	0
	<u>264,896</u>	<u>0</u>	<u>264,896</u>	<u>0</u>
Total Long Term Liabilities	<u>264,896</u>	<u>0</u>	<u>264,896</u>	<u>0</u>
Total Liabilities	<u>420,825</u>	<u>0</u>	<u>420,825</u>	<u>171,417</u>
<b><u>Net Assets:</u></b>				
Net Assets	<u>667,342</u>	<u>0</u>	<u>667,342</u>	<u>640,582</u>
Total Liabilities and Net Assets	<u>\$ 1,088,167</u>	<u>\$ 0</u>	<u>\$ 1,088,167</u>	<u>\$ 811,999</u>

*See notes and independent auditor's report*

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES AND AFFILIATE**  
**Consolidated Statements of Activities and Changes in Net Assets**  
**For The Years Ended June 30,**

	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<b><u>Revenues and Support:</u></b>				
Client Fee	\$ 1,190,142	\$ 0	\$ 1,190,142	\$ 1,369,243
Medicaid	7,545	0	7,545	0
Governmental Agency Revenue	795,214	0	795,214	655,683
Contributions	55,620	1,231	56,851	57,774
Strafford County Commission	55,939	0	55,939	45,145
Probate	52,434	0	52,434	50,661
In-Kind Contributions	6,000	0	6,000	8,256
Other Revenue	1,549	0	1,549	5,591
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	9,613	(9,613)	0	0
Total Revenues and Support	<u>2,174,056</u>	<u>(8,382)</u>	<u>2,165,674</u>	<u>2,192,353</u>
<b><u>Expenses:</u></b>				
Program Services	2,006,776	0	2,006,776	2,190,564
Support Services	132,357	0	132,357	44,627
Total Expenses	<u>2,139,133</u>	<u>0</u>	<u>2,139,133</u>	<u>2,235,191</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>34,923</u>	<u>(8,382)</u>	<u>26,541</u>	<u>(42,838)</u>
<b><u>Other Revenues (Expenses):</u></b>				
Interest and Investment Income	219	0	219	1,576
Total Other Revenues (Expenses)	<u>219</u>	<u>0</u>	<u>219</u>	<u>1,576</u>
Net Increase (Decrease) in Net Assets	35,142	(8,382)	26,760	(41,262)
Net Assets - July 1,	<u>632,200</u>	<u>8,382</u>	<u>640,582</u>	<u>681,844</u>
Net Assets - June 30,	<u>\$ 667,342</u>	<u>\$ 0</u>	<u>\$ 667,342</u>	<u>\$ 640,582</u>

*See notes and independent auditor's report*



**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES AND AFFILIATE**  
Consolidated Statements of Functional Expenses  
For The Years Ended June 30,

	Program Services - 2020		
	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	IMPAIRED DRIVER INTERVENTION PROGRAM
<b>Expenses:</b>			
Salaries and Wages	\$ 77,157	\$ 937,259	\$ 69,629
Payroll Taxes	2,874	72,912	7,469
Employee Benefits	19,960	151,867	5,536
Rent	8,822	28,869	7,822
Utilities	7,510	29,604	6,552
Professional Fee	6,858	91,296	1,104
Depreciation	9,461	28,374	5,159
Food	0	42,677	0
House Supplies	382	22,829	3,250
Insurance	5,574	18,231	3,393
Office Expense	755	4,928	0
Supplies	977	6,860	687
Fees	988	250	2,394
Staff Development	0	6,438	735
Conference & Conventions	0	0	0
Travel	42	2,544	162
Printing & Reproduction	1,062	2,687	1,461
Client Recreation	0	778	0
Advertising	0	694	0
Equipment Rent	851	2,546	463
State Fee	0	857	0
Interest	23	300	11
Repairs	45	4,507	21
Bad Debt	0	0	0
Miscellaneous Expenses	0	0	0
Donations In-Kind	0	0	0
<b>Total Expenses</b>	<b>\$ 143,341</b>	<b>\$ 1,457,307</b>	<b>\$ 115,848</b>

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See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES AND AFFILIATE**  
Consolidated Statements of Functional Expenses  
For The Years Ended June 30,

Program Services - 2020

<u>Expenses:</u>	<u>DRUG COURT PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL</u>
Salaries and Wages	\$ 166,047	\$ 16,263	\$ 1,266,355
Payroll Taxes	12,617	0	95,872
Employee Benefits	24,690	7,928	209,981
Rent	7,822	0	53,335
Utilities	7,736	170	51,572
Professional Fee	15,569	1,252	116,079
Depreciation	7,738	857	51,589
Food	17	0	42,694
House Supplies	1,623	101	28,185
Insurance	5,095	1,211	33,504
Office Expense	146	0	5,829
Supplies	843	52	9,419
Fees	192	0	3,824
Staff Development	170	100	7,443
Conference & Conventions	0	0	0
Travel	621	0	3,369
Printing & Reproduction	1,113	0	6,323
Client Recreation	0	0	778
Advertising	0	0	694
Equipment Rent	694	75	4,629
State Fee	0	0	857
Interest	28	0	373
Repairs	124	0	4,697
Bad Debt	9,375	0	9,375
Miscellaneous Expenses	0	0	0
Donations In-Kind	0	0	0
<b>Total Expenses</b>	<b>262,260</b>	<b>28,009</b>	<b>2,006,776</b>

-Continued on next page-

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES AND AFFILIATE**  
Consolidated Statements of Functional Expenses  
For The Years Ended June 30,

Support Services - 2020

<u>Expenses:</u>	<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>2020 TOTAL</u>	<u>2019 TOTAL</u>
Salaries and Wages	\$ 0	\$ 89,701	\$ 1,356,056	\$ 1,448,292
Payroll Taxes	0	6,898	102,770	107,293
Employee Benefits	0	14,360	224,341	199,524
Rent	0	9,691	63,026	61,909
Utilities	0	8,911	60,483	64,370
Professional Fee	780	0	116,859	123,744
Depreciation	0	0	51,589	55,622
Food	47	0	42,741	50,294
House Supplies	0	0	28,185	35,777
Insurance	0	0	33,504	36,663
Office Expense	1,530	103	7,462	7,815
Supplies	25	0	9,444	6,463
Fees	297	0	4,121	4,053
Staff Development	0	0	7,443	2,583
Conference & Conventions	0	0	0	0
Travel	0	0	3,369	11,155
Printing & Reproduction	14	0	6,337	6,070
Client Recreation	0	0	778	674
Advertising	0	0	694	915
Equipment Rent	0	0	4,629	958
State Fee	0	0	857	700
Interest	0	0	373	2,924
Repairs	0	0	4,697	6,803
Bad Debt	0	0	9,375	520
Miscellaneous Expenses	0	0	0	70
Donations In-Kind	\$ 0	0	0	0
<b>Total Expenses</b>	<u>2,693</u>	<u>\$ 129,664</u>	<u>\$ 2,139,133</u>	<u>\$ 2,235,191</u>

*See notes and independent auditor's report*

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES AND AFFILIATE**  
Consolidated Statements of Cash Flows  
For The Years Ended June 30,

	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<b><u>Cash Flows from Operating Activities:</u></b>				
Net Increase (Decrease) in Net Assets	\$ 35,142	\$ (8,382)	\$ 26,760	\$ (41,262)
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	56,218	0	56,218	55,622
(Gain)/Loss on Disposal of Equipment	55	0	55	0
(Increase) Decrease in Accounts Receivable	46,118	0	46,118	17,808
(Increase) Decrease in Prepaid Expenses	(836)	0	(836)	237
Increase (Decrease) in Accounts Payable	(17,462)	0	(17,462)	1,940
Increase (Decrease) in Accrued Liabilities	(8,681)	0	(8,681)	10,456
Increase (Decrease) in Accrued Payroll	17,192	0	17,192	(18,289)
Increase (Decrease) in Deferred Revenue	(4,708)	0	(4,708)	28,988
Total Adjustments	87,896	0	87,896	96,761
Net Cash Flows Provided (Used) by Operating Activities	123,038	(8,382)	114,656	55,499
<b><u>Cash Flows from Investing Activities:</u></b>				
Acquisitions of Fixed Assets	(25,470)	0	(25,470)	(1,805)
Disposal of Fixed Assets	3,487	0	3,487	0
Net Cash Flows Provided (Used) by Investing Activities	(21,983)	0	(21,983)	(1,805)
<b><u>Cash Flows from Financing Activities:</u></b>				
Principal Payments on Capital Lease	(10,454)	0	(10,454)	(5,116)
Proceeds from Capital Lease	23,520	0	23,520	0
Proceeds from Note Payable	250,000	0	250,000	10,000
Payments on Line of Credit	0	0	0	(35,000)
Net Cash Flows Provided (Used) by Financing Activities	263,066	0	263,066	(30,116)
Net Increase (Decrease) in Cash and Cash Equivalents	364,121	(8,382)	355,739	23,578
Cash and Equivalents - July 1,	197,590	8,382	205,972	182,394
Cash and Equivalents - June 30,	\$ 561,711	\$ 0	\$ 561,711	\$ 205,972
<b>Supplemental Cash Flow Information</b>				
<b><u>Cash Paid For:</u></b>				
Interest	373	0	373	2,924
Income Taxes	0	0	0	0

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**  
**Notes to the Consolidated Financial Statements**  
**June 30, 2020 and 2019**

**Nature of Organization & Activities:**

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

**Note 1 - Summary of Significant Accounting Principles:**

**Method of Accounting**

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America. Revenues are recorded when earned and expenses are recorded when the obligation is incurred.

**Consolidation Policy**

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

**Basis of Presentation**

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

*-Continued on Next Page-*

**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**  
**Notes to the Consolidated Financial Statements**  
**June 30, 2020 and 2019**

**Note 1 – Summary of Significant Accounting Principles - Continued:**

**Basis of Presentation – continued**

**Net Assets without Donor Restrictions** – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program related services, raising contributions, and performing administrative functions.

**Net Assets with Donor Restrictions** – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

**Use of Estimates in the Preparation of Financial Statements**

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

**Cash and Cash Equivalents**

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

**Income Taxes**

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2020 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**  
Notes to the Consolidated Financial Statements  
June 30, 2020 and 2019

**Note 1 – Summary of Significant Accounting Principles - Continued:**

**Fixed Assets**

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

**Accounts Receivable**

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2020 and 2019 is \$8,958 and \$3,506, respectively.

**Contributions with Donor Restrictions**

The Organization's policy is to report contributions with donor restrictions that are met in the same reporting period, as contributions without donor restrictions, since under said circumstances, there is no effect to reported net assets with donor restrictions.

**Advertising**

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$694 and \$915 for the year ended June 30, 2020 and 2019.

**Functional Allocation of Expenses**

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**  
Notes to the Consolidated Financial Statements  
June 30, 2020 and 2019

**Note 1 – Summary of Significant Accounting Principles - Continued:**

**New Accounting Pronouncements**

**Topic 606**

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of ASU 2014-09 is to recognize revenue when the promised goods or services due are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. FASB issued a limited deferral of the effective date to implement the ASU for one year, for years beginning after December 31, 2019. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

**Topic 842**

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases, (Topic 842)*. This new standard amends a number of aspects of lease accounting, including requiring lessces to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and a corresponding lease liability. This standard is effective for the company for the year beginning January 1, 2020. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

**Note 2 – Capital Lease:**

At June 30, 2020, the Organization leased two copiers with a total value of \$23,520 under a five year noncancelable lease. The minimum lease payments are schedule to be \$668 per month, consisting of monthly lease payment of \$392 per month and service agreement of \$276 per month. The interest rate is 0%. The future minimum lease payments at June 30, 2020 and for future years are as follows:

<b>For The Fiscal Years Ended June 30,</b>	<b>Capital Lease Payable</b>
2021	\$ 4,704
2022	4,704
2023	4,704
2024	4,704
2025	784
<b>Totals</b>	<b>\$ 19,600</b>

At June 30, 2019, the Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments were schedule to be \$620 per month, with an interest rate of 24.70%.

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE  
Notes to the Consolidated Financial Statements  
June 30, 2020 and 2019**

**Note 3 – Operating Lease:**

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were \$4,846 and \$4,659 per month, for the years ended June 30, 2020 and 2019, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2020 and 2019 was \$63,026 and \$61,909. The future minimum lease payments at June 30, 2020 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Rent Expense</u>
2021	\$ 64,147
2022	64,147
2023	64,147
2024	64,147
2025	64,147
Thereafter	32,073
<b>Totals</b>	<b>\$ <u>352,808</u></b>

**Note 4 – Concentration of Credit Risk – Cash in Bank:**

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

**Note 5 – Concentration of Revenues and Support Sources:**

The Organization's primary sources of revenues are insurance proceeds for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

**Note 6 – In-Kind Contributions:**

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2020</u>	<u>2019</u>
Donated rent, materials, equipment and food	\$ <u>6,000</u>	\$ <u>8,256</u>

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE  
Notes to the Consolidated Financial Statements  
June 30, 2020 and 2019**

**Note 7 – Deferred Revenue:**

The Organization has an agreement with Strafford County Commissioners to provide and employ an intensive outpatient counselor to the Drug Treatment Court, with which the county will pay the Organization for the salary and benefits for. The balance at June 30, 2020 and 2019 is \$27,920 and \$32,628, respectively.

**Note 8 – Line of Credit:**

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2020 and 2019, the outstanding balances were \$0.

**NOTE 9 – Note Payable:**

On April 27, 2020, the Organization received loan proceeds in the amount of \$250,000 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminated employees or reduces salaries during the eight-week period.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with deferral of payments for the first six months. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness, it cannot be assured the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part.

**Note 10 – Compensated Absences:**

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2020 and 2019 totaled \$42,812 and \$35,139.

**Note 11 – Employee Retirement Plan:**

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2020 and 2019 were \$19,856 and \$23,854, respectively.

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**  
Notes to the Consolidated Financial Statements  
June 30, 2020 and 2019

**Note 12 – Reclassifications:**

Certain reclassifications have been made to the 2020 and 2019 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

**Note 13 – Liquidity and Availability of Financial Assets:**

The Organization's primary source of revenue is from program revenues, consisting of client fees and local and federal funding. As shown on the face of the financial statement, and summarized below, all of the Organization's financial assets are available within one year and are free of donor restrictions.

Financial assets available within one year and free of donor restrictions:

Cash & Cash Equivalents, Organization	\$	449,277
Cash & Cash Equivalents, Affiliate		112,246
Accounts Receivable		<u>127,340</u>

<b>Total financial assets available to meet cash needs for expenses within one year</b>	<b>\$</b>	<b><u>688,863</u></b>
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**Note 14 – Subsequent Events:**

Subsequent events have been evaluated thru August 19, 2020, which is the date the financial statements were available to be issued. Management asserts that there are no events which meet the criteria for disclosure.

**Southeastern NH Alcohol and Drug Abuse Services  
Board of Trustees**

<b>Name of Board Member</b>	<b>Member Effective Date</b>	<b>Title of Board Member</b>
Kevin MacLeod	Jun-81	Trustee
Francis Cassidy	Jan-82	Trustee
William Webb	Mar-97	Trustee
Dr. Lawrence Kane	Sep-00	Vice-chair
Alec McEachern	Jul-10	Trustee
Sr. Helene Higgins	Aug-18	Secretary
Mark Kennard	Aug-18	Chair and Treasurer
Christi Green	Jul-19	Trustee
Christopher Roundy	Oct-19	Trustee
Joh Cheyne	Sep-20	Trustee
Susan Martinen	Oct-20	Trustee

## DENISE M. ELWART

### EDUCATION

Master of Business Administration, University of Michigan. Flint, MI. *High Distinction*. August 2008  
Associate of Business, Accounting/CPA Exam Preparation, Lansing Community College. Lansing, MI.  
*Summa cum laude*. May 2002  
Bachelor of Science, Medical Technology, Michigan State University. East Lansing, MI. June 1990

### ACCOUNTING AND BUSINESS EXPERIENCE

Executive Director, Southeastern NH Services Dover, NH Oct 2017 – present

- Implements the policies of the Board of Trustees and is the primary interpreter of those policies both inside and outside the organization.
- Reports monthly to the Board informing them of program and staff operations. Provides the Board with recommendations for policy decisions as required.
- Responsible for compliance with all federal, state and local laws/codes pertaining to programs and facility operations.
- Establish accounting systems and practices to ensure GAAP compliance.
- Responsible for day-to-day financial requirements including budgeting, reporting and analysis.
- Prepare and submit required payroll tax forms, license renewals, insurance credentialing and other government and agency required forms.
- Oversee human resources including new hires, terminations, discipline, annual reviews and benefits.
- Oversee building and maintenance.
- Started as Controller. Promoted to Finance Director in Aug 2018, Operations Director in Apr 2019, and Executive Director Oct 2020

Business Administrator, Michigan State University. East Lansing, MI June 2011 – May 2017

- Fiscal officer for Department of Physiology. Review departmental financial statements and approve department expenditures. Develop budgets and assist in raise process.
- Grant administrator. Approve grant proposals. Post-award administration of grants. Approve expenditures, review financial statements, effort reports and final financial reports to agencies.
- Reconcile and approve procurement card purchases.
- Track capital assets for department, including tagging of new assets, disposal of assets and annual inventory of assets.
- Supervised five employees.
- Completed MSU certificate in Finance Administration in April 2012.
- Completed MSU certificate in Research Administration in December 2012.
- Promoted from a level 11 to a level 13 in July, 2012.

Senior Accountant. Sparrow Health System. Lansing, MI. Sep 2003 – June 2011

- Primary accountant for two for-profit subsidiaries: Sparrow Regional Medical Supply & Pharmacy, a chain of five stores, and the Courtside Grill, a small restaurant. Prepared journal entries, financial statements, and reconciliations. Assisted with accounting function for four other subsidiaries, including the consolidation of financial reports.
- Assisted with preparation of federal, state and local income taxes, as well as sales tax and personal property tax forms.
- Responsible for the initial set up and testing of the asset management system module in Lawson. Set up four related entities on the Lawson accounting system.
- Promoted to Senior Accountant in October, 2008.

## **LAURIE MEEHAN**

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### **CAREER OBJECTIVE**

To utilize social work skills to benefit children, adults and families in need of support through appropriate human services programs.

### **SUMMARY**

Dedicated and skilled professional with over twenty years of diverse experience in social work, combined with solid academic credentials. Ability to communicate effectively with clients and motivate them toward change. Effectively locate and utilize resources from municipal, state, federal and social organizations.

### **EXPERIENCE**

**Clinical Director 10/2019- present**  
Southeastern NH Alcohol and Drug Services

- Direct supervision of agency clinical programs and personnel in the residential and outpatient programs.
- Provide supervision for MLADC and LADC candidates
- Provide leadership to the clinical interdisciplinary team consistent with ASAM guidelines and level of care criteria.
- Ensure Quality assurance in the maintenance of accurate, complete, timely and high-quality documentation and data collection to meet best practice clinical standards that comply with program policies and procedures, payer requirements and external regulatory standards including electronic (WITS) and paper records.
- Willing to provide one-on-one counseling with clients and or facilitate/lead therapeutic group sessions using Evidence Based Practices, as needed.
- Maintain compliance with federal, state, and local regulations.
- Work closely with Intake Coordinator and Billing Department on all billing information and payments for patients.
- Assist with grant and proposal writing.
- Oversee screening, training, and supervision of existing and new staff to promote, develop and build an effective organization.
- Expand working relationship with organizations, service providers, and other agencies that provide client referrals.

- Assists in preparation of annual operating budget with the Operations Director.
- Assists in the development and implementation of internal policies and procedures.
- Any other duties as assigned by the Board of Trustees.

**FOR Women IOP Counselor 10/2014- Present**  
SOUTHEASTERN NH SERVICES, DOVER, NH

- Responsible for developing and maintaining all clinical records for IOP patients.
- Provide 1:1 and group counseling using Evidence Based Practices and Matrix Model.
- Facilitate and lead therapeutic group sessions.
- Development and update client treatment plans.
- Document all progress notes, treatment notes, etc. in WITS daily.

**Addiction Recovery Center Counselor 2003 – 10/2014**  
SOUTHEASTERN NEW HAMPSHIRE SERVICES, DOVER, NH

Hired to work in the six week residential treatment program. Duties include individual counseling, lecturing, facilitating group therapy, facilitating the family education program on Sundays.

**TRANSITIONAL HOUSING DIRECTOR, 1997 TO 2003**  
MY FRIEND'S PLACE, DOVER, NH

Hired to develop program for transitioning homeless families into community-based housing (program sponsors residents in six apartments within the local community). Provide family case management and work with heads of households to resolve problems that could impede their readjustment. Coordinate all services and resources that the families require. Provide counseling, referrals and transportation. Oversee property management of sponsored apartments. Communicate with and track families throughout the process to maintain their progression toward independence. Provide grant administration including defending the HUD grant before the HUD Administration.

- Worked with 15 families in the past year; majority of cases handled over the years are now successfully maintaining independent housing.

**CASE MANAGER/RESIDENT MANAGER, SEPTEMBER 1994 TO SEPTEMBER 1997**  
MY FRIEND'S PLACE, DOVER, NH

Conducted assessments and/or arranged referrals, provided crisis intervention and outreach services for single parent families, facilitated groups including therapeutic, educational and mutual aid. Networked within the community to develop positive relationships.

- Assisted in creating a grant proposal for transitional housing for single homeless women

**COUNSELOR/VOLUNTEER COORDINATOR, SEPTEMBER 1996 TO MAY 1997**  
NEW HAMPSHIRE HOUSING AUTHORITY RE-EDUCATION AND ASSISTANCE PROGRAM, ROCHESTER, NH

Provided substance abuse education and counseling for elderly population. Developed and facilitated a support group for elderly residents of subsidized housing. Recruited, trained and supervised volunteers to provide peer support.

- Assisted in the development of a conference on intergenerational issues

**EMPLOYMENT COORDINATOR, 1993 TO 1995**

A.G.A.P.E (AGENCY GIVING ALTERNATIVES FOR PERMANENT EMPLOYMENT), MARBURY, NH

Conducted assessments to determine vocational placements for developmentally disabled individuals. Collaborated with NH Vocational Rehabilitation to develop appropriate placement plans. Educated employers regarding the individual needs of the developmentally disabled population.

- Educated employers regarding the individual needs of the developmentally disabled population.

**ALLOCATIONS COMMITTEE MEMBER, 1994**

Greater Seacoast United Way, Portsmouth, NH

**RAPE CRISIS COUNSELOR, 1993**

Sexual Assault Support Services, Portsmouth, NH

LICENSE

**Masters License Drug and Alcohol Counselor NH 2018**

License Number 0591

Licensed Drug and Alcohol Counselor NH 2015

EDUCATION

**M.S.W., MAY 1997**

University of New England Graduate School of Social Work, Biddeford, ME

**B.S., MAJOR IN BEHAVIORAL SCIENCE, MAY 1993**

University of New Hampshire, Durham, NH

**REFERENCES AVAILABLE UPON REQUEST**





**BOARD OF LICENSING FOR ALCOHOL &  
OTHER DRUG PROFESSIONALS**  
STATE OF NEW HAMPSHIRE

THE LICENSE OF  
**Laurie Meehan**  
AS MASTER LICENSED ALCOHOL & DRUG COUNSELOR  
No. 0591  
Issue Date: 04/12/2018      Expiration Date: 06/30/2022

*Jayne Whitoff, LCSW, RAC, LCS*

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Complaints concerning this certificate holder shall be sent to NH Board of Licensing for Alcohol & Other Drug Use Professionals, 121 Fruit St, Philbrook Bldg, Concord NH 03301

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
Denise Elwart	Executive Director	\$95,000	9%	\$ 8,550
Laurie Meehan	Clinical Director	\$87,360	14%	\$12,230

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Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 25, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$6,744,478 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Bridge Street Recovery	TBD		\$1,351,667
Grafton County New Hampshire-Grafton County Department of Corrections and Alternative Sentencing	177397-B003	Statewide	\$217,000
Harbor Homes, Inc.	166574-B001		\$1,701,384
Hope on Haven Hill, Inc.	275119-B001		\$328,715
Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center	177204-B005		\$2,035,829
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001		\$1,097,883
The Community Council of Nashua, NH	154112-B001		\$12,000
		<b>Total:</b>	<b>\$6,744,478</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

#### **EXPLANATION**

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Council approval to prevent the current contracts from expiring. This request is **Sole Source** because the Department determined the Contractors have the capacity to continue providing substance use treatment and recovery support services to individuals and prevent a lapse in program services while the Department develops a new Request for Proposals.

This request represents the remaining seven (7) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department presented the first five (5) requests Governor and Executive Council on December 2, 2020 (item #15).

The purpose of this request is to ensure the continuation of substance use disorder treatment and recovery support services for New Hampshire residents in need of services. The Contractors offer an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors ensure individuals with substance use disorder receive the appropriate levels of treatment and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

The Department will monitor contracted services through monthly, quarterly and annual reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor achieves initiation, engagement, and retention goals as detailed in the contract.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of services may not receive the treatment, tools and education that are required to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # TI083041; CFDA #93.788/FAIN #TI081685 and  
#TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds  
will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Bridge Street Recovery Vendor Code: TBD PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$160,290	\$160,290
2022	102-500731	Contracts for Prog Svc	\$0	\$53,430	\$53,430
Sub-total			\$0	\$213,720	\$213,720

Community Council of Nashua-Gt Nashua Comm Mental Health Vendor Code: 154112-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,885	\$2,885
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

Dismas Home of NH Vendor Code: 290061-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$18,991	\$0	\$18,991
2022	102-500731	Contracts for Prog Svc	\$5,851	\$0	\$5,851
Sub-total			\$22,842	\$0	\$22,842

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farmum Vendor Code: 177204-B005 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-500731	Contracts for Prog Svc	\$0	\$56,100	\$56,100
Sub-total			\$0	\$159,647	\$159,647

FIT/INNH Vendor Code: 157730-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$153,558	\$0	\$153,558
2022	102-500731	Contracts for Prog Svc	\$54,098	\$0	\$54,098
Sub-total			\$207,656	\$0	\$207,656

Attachment A  
Financial Details

Grafton County Vendor Code: 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$51,934	\$51,934
2022	102-500731	Contracts for Prog Svc	\$0	\$17,632	\$17,632
Sub-total			\$0	\$69,566	\$69,566

Harbor Homes, Inc. Vendor Code: 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$167,663	\$167,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$221,761	\$221,761

HEADREST, Inc. Vendor Code: 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,226	\$0	\$36,226
2022	102-500731	Contracts for Prog Svc	\$11,621	\$0	\$11,621
Sub-total			\$47,847	\$0	\$47,847

Hope on Haven Hill Vendor Code: 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$24,044	\$24,044
2022	102-500731	Contracts for Prog Svc	\$0	\$8,014	\$8,014
Sub-total			\$0	\$32,058	\$32,058

North Country Health Consortium Vendor Code: 158557-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$96,495	\$0	\$96,495
2022	102-500731	Contracts for Prog Svc	\$30,455	\$0	\$30,455
Sub-total			\$126,950	\$0	\$126,950

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$82,069	\$82,069
2022	102-500731	Contracts for Prog Svc	\$0	\$28,051	\$28,051
Sub-total			\$0	\$110,120	\$110,120

Attachment A  
Financial Details

West Central Services Vendor Code: 177654-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
Sub-total			\$3,205	\$0	\$3,205
Total Gov. Comm			\$408,500	\$810,719	\$1,219,219

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Bridge Street Recovery Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$339,710	\$339,710
2022	102-500731	Contracts for Prog Svc	\$0	\$113,237	\$113,237
Sub-total			\$0	\$452,947	\$452,947

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$6,115	\$6,115
2022	102-500731	Contracts for Prog Svc	\$0	\$2,038	\$2,038
Sub-total			\$0	\$8,153	\$8,153

Dismas Home of NH Vendor Code: 290061-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,009	\$0	\$36,009
2022	102-500731	Contracts for Prog Svc	\$12,399	\$0	\$12,399
Sub-total			\$48,408	\$0	\$48,408

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$219,453	\$219,453
2022	102-500731	Contracts for Prog Svc	\$0	\$118,900	\$118,900
Sub-total			\$0	\$338,353	\$338,353

FIT/NH/NH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$325,442	\$0	\$325,442
2022	102-500731	Contracts for Prog Svc	\$114,652	\$0	\$114,652
Sub-total			\$440,094	\$0	\$440,094

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$110,066	\$110,066
2022	102-500731	Contracts for Prog Svc	\$0	\$37,368	\$37,368
Sub-total			\$0	\$147,434	\$147,434



Attachment A  
Financial Details

Harbor Homes, Inc. Vendor Code: 186574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
<b>Sub-total</b>			<b>\$0</b>	<b>\$469,989</b>	<b>\$469,989</b>

HEADREST, Inc Vendor Code: 175228-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$76,774	\$0	\$76,774
2022	102-500731	Contracts for Prog Svc	\$24,629	\$0	\$24,629
<b>Sub-total</b>			<b>\$101,403</b>	<b>\$0</b>	<b>\$101,403</b>

Hope on Haven Hill Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$50,956	\$50,956
2022	102-500731	Contracts for Prog Svc	\$0	\$16,986	\$16,986
<b>Sub-total</b>			<b>\$0</b>	<b>\$67,942</b>	<b>\$67,942</b>

North Country Health Consortium Vendor Code: 158557-B001 PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO1062885

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
<b>Sub-total</b>			<b>\$269,050</b>	<b>\$0</b>	<b>\$269,050</b>

Attachment A  
Financial Details

Alcohol and Drug  
Services

Vendor Code 155292-8001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$173,931	\$173,931
2022	102-500731	Contracts for Prog Svc	\$0	\$59,449	\$59,449
Sub-total			\$0	\$233,380	\$233,380

West Central  
Services

Vendor Code: 177854-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,699
Sub-total			\$6,795	\$0	\$6,795
Total Clinical Svs			\$865,750	\$1,718,198	\$2,583,948

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Bridge Street  
Recovery

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$457,000	\$457,000
2022	102-500731	Contracts for Prog Svc	\$0	\$228,000	\$228,000
Sub-total			\$0	\$685,000	\$685,000

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$43,790	\$0	\$43,790
2022	102-500731	Contracts for Prog Svc	\$15,600	\$0	\$15,600
Sub-total			\$59,390	\$0	\$59,390

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Farnum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$1,132,229	\$1,132,229
2022	102-500731	Contracts for Prog Svc	\$0	\$405,600	\$405,600
Sub-total			\$0	\$1,537,829	\$1,537,829

Attachment A  
Financial Details

FIT/HHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$308,261	\$0	\$308,261
2022	102-500731	Contracts for Prog Svc	\$73,666	\$0	\$73,666
Sub-total			\$381,927	\$0	\$381,927

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Harbor Homes, Inc. Vendor Code: 186574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$743,334	\$743,334
2022	102-500731	Contracts for Prog Svc	\$0	\$266,300	\$266,300
Sub-total			\$0	\$1,009,634	\$1,009,634

HEADREST, Inc. Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$113,562	\$0	\$113,562
2022	102-500731	Contracts for Prog Svc	\$40,600	\$0	\$40,600
Sub-total			\$154,162	\$0	\$154,162

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$168,415	\$168,415
2022	102-500731	Contracts for Prog Svc	\$0	\$60,300	\$60,300
Sub-total			\$0	\$228,715	\$228,715

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$639,109	\$0	\$639,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
Sub-total			\$868,109	\$0	\$868,109

Attachment A  
Financial Details

Southeastern NH  
Alcohol and Drug  
Services Vendor Code: 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$555,383	\$555,383
2022	102-500731	Contracts for Prog Svc	\$0	\$199,000	\$199,000
Sub-total			\$0	\$754,383	\$754,383

West Central  
Services Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			<u>\$1,483,588</u>	<u>\$4,715,561</u>	<u>\$5,679,149</u>
Grand Total All			<u>\$2,737,838</u>	<u>\$9,744,478</u>	<u>\$9,482,316</u>

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**Attachment A**  
**Financial Details**

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-11)

**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 South Eastern New Hampshire Alcohol and Drug Abuse Services		1.4 Contractor Address 272 County Farm Rd. Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-8170	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$1,097,883
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small> <i>Denise M. Elwart</i> Date: 11/18/2020		1.12 Name and Title of Contractor Signatory Denise M. Elwart Executive Director	
1.13 State Agency Signature <small>DocuSigned by:</small> <i>Katja Fox</i> Date: 11/19/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By: <i>[Signature]</i> On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



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**CONTRACT IDENTIFICATION DETAILS**

**1. Account Numbers for Form P-37, General Provisions**

1.1. Box 1.6, Account Number, to include:

- 1.6. 05-95-92-920510-33820000-102-500734
- 05-95-92-920510-33840000-102-500734
- 05-95-92-920510-70400000-102-500734

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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**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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT A**



**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT B**



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 days prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.

**1.4. Clinical Services**

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
  - 1.4.2.1. Focus on the client's strengths;
  - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
  - 1.4.2.3. Are client and family centered;
  - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
  - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
  - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
  - 1.4.4.1. The provision of information;
  - 1.4.4.2. Risk assessment;
  - 1.4.4.3. Intervention and risk reduction education, and
  - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
  - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
  - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by the Contractor prior to accepting invoices for services provided through SOR funded initiatives.
  - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
    - 1.5.3.1. Methadone.
    - 1.5.3.2. Buprenorphine products, including:
      - 1.5.3.2.1. Single-entity buprenorphine products;
      - 1.5.3.2.2. Buprenorphine/naloxone tablets;
      - 1.5.3.2.3. Buprenorphine/naloxone films; and
      - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
    - 1.5.3.3. Long-acting injectable buprenorphine products.
    - 1.5.3.4. Buprenorphine implants.
    - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

**1.6. Transition Plan**

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor and Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
  - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
  - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
  - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

**1.7. Resiliency and Recovery Oriented Systems of Care**

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
  - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.

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- 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN projects that may be similar in nature or impact the same populations.
- 1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network
- 1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:
  - 1.7.1.4.1. Ensuring timely admission of individuals to services.
  - 1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.
  - 1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.
  - 1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.
  - 1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.
- 1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.
- 1.7.3. The Contractor shall provide services that are trauma informed to ensure treatment provided addresses trauma experience by the individual.

**1.8. Substance Use Disorder Treatment Services**

- 1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications,

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including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.
- 1.8.5. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. The Contractor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 1.8.6. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall:
  - 1.8.6.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider as clinically appropriate.

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- 1.8.6.2. Coordinate care and meet all requirements for the service provided.
- 1.8.6.3. Deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
- 1.8.6.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.5, above.

**1.9. Enrolling Individuals for Services**

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in-person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.9.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:
  - 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
  - 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
  - 1.9.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and
  - 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record.
- 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening <sup>DS</sup> using *DML*

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the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.

- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
  - 1.9.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
  - 1.9.5.2. During treatment only when determined by a Licensed Counselor.
- 1.9.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
  - 1.9.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
  - 1.9.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
    - 1.9.6.2.1. A service with a lower Intensity ASAM Level of Care;
    - 1.9.6.2.2. A service with the next available higher intensity ASAM Level of Care;
    - 1.9.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
    - 1.9.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:

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1.9.7.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

1.9.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or

1.9.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:

1.9.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and

1.9.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):

1.9.7.1.2.2.1. 60-minute individual or group outpatient session per week;

1.9.7.1.2.2.2. Recovery support services, as needed by the individual; and

1.9.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.

1.9.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

1.9.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

1.9.7.4. Individuals with substance use and co-occurring mental health disorders.

1.9.7.5. Individuals with OUDs.

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- 1.9.7.6. Veterans with substance use disorders.
- 1.9.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.9.7.8. Individuals who require priority admission at the request of the Department.
- 1.9.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
  - 1.9.10.1. The Division for Children, Youth and Families (DCYF).
  - 1.9.10.2. Probation and parole programs.
  - 1.9.10.3. Doorways.
- 1.9.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.9.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.13. The Contractor shall not deny services to an adolescent due to:
  - 1.9.13.1. The parent's inability and/or unwillingness to pay the fee; or
  - 1.9.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 1.9.14. The Contractor shall provide services to eligible individuals who:
  - 1.9.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
  - 1.9.14.2. Have co-occurring mental health disorders; and/or

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1.9.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

1.9.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.

1.9.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:

1.9.16.1. Kitchens.

1.9.16.2. Group rooms.

1.9.16.3. Recreation rooms and/or areas.

**1.10. Denial of Services**

1.10.1. The Contractor shall ensure individuals who are denied services:

1.10.1.1. Are informed of the reason for denial; and

1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.

1.10.2. The Contractor shall not deny services to any individual solely because the individual:

1.10.2.1. Previously left treatment against the advice of staff;

1.10.2.2. Relapsed from an earlier treatment;

1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

1.10.2.4. Has been diagnosed with a mental health disorder.

**1.11. Waitlists**

1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

**1.12. Assistance with Enrolling in Insurance Programs**

1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for

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initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

- 1.12.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record.

**1.13. Service Delivery Activities and Requirements**

1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

- 1.13.1.1. All policies and procedures are reviewed and revised, as necessary.
- 1.13.1.2. All staff providing services receive training on policies and procedures currently in place.
- 1.13.1.3. Maintenance of specific policies that include, but are not limited to:
  - 1.13.1.3.1. Client rights, grievance and appeals policies and procedures.
  - 1.13.1.3.2. Progressive discipline, leading to administrative discharge.
  - 1.13.1.3.3. Reporting and appealing staff grievances.
  - 1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.
  - 1.13.1.3.5. Policies on client and employee smoking.
  - 1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.
  - 1.13.1.3.7. Policies and procedures for holding a client's possessions.
  - 1.13.1.3.8. Secure storage of staff medications.
  - 1.13.1.3.9. A client medication policy.
  - 1.13.1.3.10. Urine specimen collection, as applicable, that:

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- 1.13.1.3.10.1. Ensures that the collection is conducted in a manner that preserves client privacy as much as possible; and
- 1.13.1.3.10.2. Minimizes falsification.
- 1.13.1.3.11. Safety and emergency procedures on:
  - 1.13.1.3.11.1. Medical emergencies;
  - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 1.13.1.3.11.3. Reporting employee injuries;
  - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 1.13.1.3.11.5. Emergency closings; and
  - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.13.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
  - 1.13.2.1. During initial contact.
  - 1.13.2.2. During screening.
  - 1.13.2.3. At intake.
  - 1.13.2.4. During admission.
  - 1.13.2.5. During on-going treatment services.

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- 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
  - 1.13.3.1. During initial contact.
  - 1.13.3.2. During screening.
  - 1.13.3.3. At intake.
  - 1.13.3.4. During admission.
  - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
  - 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
  - 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
    - 1.13.5.1.1. Specific with clearly defined action steps;

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- 1.13.5.1.2. Measurable with clear criteria for progress and completion;
- 1.13.5.1.3. Attainable and within the individual's ability to achieve;
- 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
- 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.
- 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
  - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
  - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
  - 1.13.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
  - 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:

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- 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
- 1.13.6.2. Ensure providers include, but are not limited to:
  - 1.13.6.2.1. A primary care provider, as appropriate.
  - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
  - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
  - 1.13.6.2.4. Peer recovery support provider, as appropriate;
- 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
  - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
  - 1.13.6.3.2. Meet with individuals to describe available services; and
  - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable;
- 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
  - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable;
  - 1.13.6.5.2. Probation and/or parole programs, as applicable;
  - 1.13.6.5.3. The Doorways, as applicable; and
- 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:

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- 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
- 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
  - 1.13.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
  - 1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
  - 1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.
- 1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:
  - 1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The

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Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the Substance Abuse Mental Health Services Administration (SAMHSA) Evidence-Based Practices Resource Center;

1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

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1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.13.9. The Contractor shall deliver services in this Contract in accordance with:

1.13.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

1.13.9.2. The SAMHSA Treatment Improvement Protocols (TIPs).

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.14. Individual and Group Education**

1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:

1.14.1.1. Hepatitis C Virus (HCV).

1.14.1.2. Human Immunodeficiency Virus (HIV).

1.14.1.3. Sexually Transmitted Diseases (STD).

1.14.1.4. Tobacco Treatment Tools that include:

1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;

1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

**1.15. Medication Services**

1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.

1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:

1.15.2.1. The client's name;

1.15.2.2. The medication name and strength;

1.15.2.3. The prescribed dose;

1.15.2.4. The route of administration;

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- 1.15.2.5. The frequency of administration; and
- 1.15.2.6. The date ordered.
- 1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:
  - 1.15.4.1. All medications are kept in a storage area that is:
    - 1.15.4.1.1. Locked and accessible only to authorized personnel;
    - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.
  - 1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
  - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
  - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
  - 1.15.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance

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with the directions on the medication container or as ordered by a licensed practitioner.

- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
  - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
  - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
  - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
  - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
  - 1.15.8.2. The date and the time the medication was taken;
  - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
  - 1.15.9.1. The medication log is included in the client's record; and
  - 1.15.9.2. The client is provided with remaining medication to take with him or her

**1.16. Tobacco Free Environment**

- 1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
  - 1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
  - 1.16.1.2. Apply to employees, individuals and employee or individual visitors.
  - 1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
  - 1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business

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- 1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
  - 1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
  - 1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
  - 1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.
  - 1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.16.3. The Contractor shall ensure the tobacco free environment policy is:
  - 1.16.3.1. Posted in the Contractor's facilities.
  - 1.16.3.2. Posted in all Contractor vehicles.
  - 1.16.3.3. Included in employee, individual, and visitor orientations.
- 1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

**1.17. Staffing**

- 1.17.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
  - 1.17.2.1. Job title;
  - 1.17.2.2. Physical requirements of the position;
  - 1.17.2.3. Education and experience requirements of the position;

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- 1.17.2.4. Duties of the position;
- 1.17.2.5. Positions supervised; and
- 1.17.2.6. Title of immediate supervisor.
- 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
  - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
  - 1.17.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
  - 1.17.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 1.17.3.3.1. Felony convictions in this or any other state;
    - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
  - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 1.17.4.2. Do not exceed the criminal background standards established above;
  - 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
  - 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
    - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

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- 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
- 1.17.4.4.3. Confidentiality requirements;
- 1.17.4.4.4. Grievance procedures for both clients and staff;
- 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
- 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.17.4.4.7. The Contractor's infection prevention program;
- 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.17.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
    - 1.17.5.1.1. The name of the examinee.
    - 1.17.5.1.2. The date of the examination.
    - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
    - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC)

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- 1.17.5.1.5. The dated signature of the licensed health practitioner.
- 1.17.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
- 1.17.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.17.7.1. A completed application for employment or a resume, including:
    - 1.17.7.1.1. Identification data; and
    - 1.17.7.1.2. The education and work experience of the employee.
  - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 1.17.7.2.1. Position title;
    - 1.17.7.2.2. Qualifications and experience; and
    - 1.17.7.2.3. Duties required by the position.
  - 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
  - 1.17.7.4. A signed and dated record of orientation.
  - 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

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- 1.17.7.6. Records of screening for communicable diseases results required above.
- 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.17.7.8. Documentation of annual in-service education.
- 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended.
- 1.17.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.17.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client;
  - 1.17.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
  - 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
  - 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
    - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
    - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
    - 1.17.8.1.3. Licensed mental health provider.

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1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:

1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.17.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:

1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:

1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-

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therapy, and periodic assessment of progress;  
and

1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

- 1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.17.14. The Contractor shall ensure supervision includes the following techniques:
  - 1.17.14.1. Review of case records;
  - 1.17.14.2. Observation of interactions with clients;
  - 1.17.14.3. Skill development; and
  - 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
  - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
  - 1.17.17.2. The 12 Core Functions;
  - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and

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power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.17.22.1. A Department-approved ethics course;
  - 1.17.22.2. A Department-approved course on the 12 Core Functions;
  - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

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- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
  - 1.17.25.1. The contract requirements.
  - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.17.26.1. Hepatitis C (HCV);
  - 1.17.26.2. Human immunodeficiency virus (HIV);
  - 1.17.26.3. Tuberculosis (TB); and
  - 1.17.26.4. Sexually transmitted diseases (STDs).

**1.18. Facilities License**

- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

**1.19. Inspections**

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
  - 1.19.1.1. A reception area separate from living and treatment areas;
  - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;



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- 1.19.1.3. Secure storage of active and closed confidential client records; and
  - 1.19.1.4. Separate and secure storage of toxic substances.
  - 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
    - 1.19.2.1. The facility premises;
    - 1.19.2.2. All programs and services provided under the contract; and
    - 1.19.2.3. Any records required by the contract.
  - 1.19.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
  - 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.
- 1.20. Web Information Technology System (WITS)
- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
  - 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
  - 1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
    - 1.20.3.1. Is not entered into the WITS system; and
    - 1.20.3.2. Does not receive services described this contract.
    - 1.20.3.3. Is assisted with finding alternative payers for the required services.
  - 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.
- 1.21. Quality Improvement
- 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
    - 1.21.1.1. Participating in electronic and in-person individual record reviews.

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- 1.21.1.2. Participating in site visits.
- 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
  - 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

**1.22. Client Discharge and Transfer**

- 1.22.1. The Contractor may discharge a client from a program due to:
  - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
  - 1.22.1.2. The client terminates from the program due to:
    - 1.22.1.2.1. Administrative discharge;
    - 1.22.1.2.2. Non-compliance with the program;
    - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
  - 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
- 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:

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- 1.22.2.1. The dates of admission and discharge or transfer.
- 1.22.2.2. The client's psychosocial substance abuse history and legal history.
- 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
- 1.22.2.4. The reason for discharge or transfer.
- 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
- 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.22.2.7. A continuing care plan, including all ASAM domains.
- 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
  - 1.22.4.1. The discharge summary;
  - 1.22.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.22.4.3.1. TB test results;
    - 1.22.4.3.2. A record of the client's treatment history; and
    - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:

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- 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
- 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
- 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
  - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 1.22.6.2. The client is non-compliant with prescription medications;
  - 1.22.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
  - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

**1.23. Client Rights**

- 1.23.1. Notice of Client Rights
  - 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
    - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
    - 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter;
    - 1.23.1.1.3. Notification of rights are documented in the client record;
    - 1.23.1.1.4. Posting the notices continuously and conspicuously; and
    - 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

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1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

**1.24. Administrative Remedies**

1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:

- 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
- 1.24.1.2. Imposing a directed POC upon a Contractor;
- 1.24.1.3. Suspension of a contract; or
- 1.24.1.4. Revocation of a contract.

1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:

- 1.24.2.1. Identifies each deficiency;
- 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
- 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

1.24.3. A POC shall be developed and enforced in the following manner:

1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:

- 1.24.3.1.1. How the Contractor intends to correct each deficiency;
- 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
- 1.24.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;

1.24.3.2. The Department shall review and accept each POC that:

- 1.24.3.2.1. Achieves compliance with contract requirements;
- 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;

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- 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
- 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable; and
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC.
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.24.4.1. Reviewing materials submitted by the Contractor;
  - 1.24.4.2. Conducting a follow-up inspection; or
  - 1.24.4.3. Reviewing compliance during the next scheduled inspection;
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.24.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.24.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

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- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10<sup>th</sup> day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
  - 3.2.1. 100% of all individuals at admission;
  - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
  - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
  - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
  - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
  - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
    - 3.4.1.1. Abuse.
    - 3.4.1.2. Neglect.
    - 3.4.1.3. Exploitation.

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DME

Date 11/18/2020

**New Hampshire Department of Health and Human Services  
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- 3.4.1.4. Rights violation.
- 3.4.1.5. Missing person.
- 3.4.1.6. Medical emergency.
- 3.4.1.7. Restraint.
- 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
  - 3.7.1. When the sentinel even involves any individual receiving services under this contract;
  - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
    - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
    - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
    - 3.7.2.3. Location, date, and time of the event;
    - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
    - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
    - 3.7.2.6. The identification of any media that had reported the event;
  - 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing;
  - 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
  - 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.



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**4. Performance Measures**

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:

4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;

4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;

4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;

4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and

4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:

4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.

4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.

4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service ~~provisions~~ provisions.

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and expenditure requirements under this Agreement so as to achieve compliance therewith.

**5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order of duty

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upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed

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after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate; provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organizational level, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

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- 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
  - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
  - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
  - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
  - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
  - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
  - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:

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- 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
  - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
  - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
  - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
- 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
  - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

**8. Contract Compliance Audits**

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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South Eastern New Hampshire  
Alcohol & Drug Abuse Services

Contractor Initials DS  
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11/18/2020  
Date \_\_\_\_\_

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**Payment Terms**

1. Sources of Funding
  - 1.1. This Agreement is funded by:
    - 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
    - 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI081685 #TI083326;
    - 1.1.3. 10.829%, general funds; and
    - 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
  - 1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Non Reimbursement for Services
  - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
    - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
    - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
    - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.

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- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:
  - 3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

- 3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
  - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
  - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.

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4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

**5. Calculating the Amount to Charge the Department Applicable to All Services**

5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.

5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.

5.4. The Contractor shall determine and charge for services provided, as follows:

5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.

5.4.2. Second: Charge the client according to Section 9, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.

5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.

5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 9, Sliding Fee Scale, in accordance with the client's applicable income level.

5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

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- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
- 6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
  - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day/day for Medicaid clients with OUD in residential level of care.
  - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$754,383.
  - 6.3. The Contractor shall maintain documentation of the following:
    - 6.3.1. Medicaid ID of the Client.
    - 6.3.2. WITS ID of the Client, if applicable.
    - 6.3.3. Period for which room and board payments apply.
    - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
    - 6.3.5. Amount being billed to the Department for the service.
  - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).

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6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

**7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services**

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and

7.1.2. The charges to the Department.

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

<b>If the percentage of Client's income of the Federal Poverty Level (FPL) is:</b>	<b>Then the Contractor may charge the client up to the following amount for room and board per week:</b>
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

**8. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)**

8.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:

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**8.1.1. Medication**

8.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 12.2.2 below.

8.1.1.2. The Contractor shall be reimbursed for MAT with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

8.1.1.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to seven (7) days per week, using the code for Methadone in an OTP as H0020, and the code for buprenorphine in an OTP as H0033.

8.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.

8.1.1.3. The Contractor shall maintain documentation of the following:

8.1.1.3.1. WITS Client ID Number;

8.1.1.3.2. Period for which prescription is intended;

8.1.1.3.3. Name and dosage of the medication;

8.1.1.3.4. Associated Medicaid Code;

8.1.1.3.5. Charge for the medication;

8.1.1.3.6. Client cost share for the service; and

8.1.1.3.7. Amount being billed to the Department for the service.

**8.1.2. Physician Time**

8.1.2.1. The Contractor agrees that Physician Time is the time spent by a physician or other medical professional to provide MAT Services, including but not limited to:

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- 8.1.2.1.1. Assessing the client's appropriateness for a medication.
- 8.1.2.1.2. Prescribing and/or administering a medication.
- 8.1.2.1.3. Monitoring the client's response to a medication.
- 8.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.
- 8.1.2.3. The Contractor shall maintain documentation of the following:
  - 8.1.2.3.1. WITS Client ID Number;
  - 8.1.2.3.2. Date of Service;
  - 8.1.2.3.3. Description of service;
  - 8.1.2.3.4. Associated Medicaid Code;
  - 8.1.2.3.5. Charge for the service;
  - 8.1.2.3.6. Client cost share for the service; and
  - 8.1.2.3.7. Amount being billed to the Department for the service.

**9. Sliding Fee Scale**

- 9.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 9.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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9.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**10. Submitting Charges for Payment**

10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client.

10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

10.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

10.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

10.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

10.6. Funds in this contract may not be used to replace funding for a program already funded from another source.

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- 10.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
  - 10.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
  - 10.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
  - 10.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
  - 10.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
  - 10.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
  - 10.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
  - 10.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 11. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**
- 11.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 11.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 11.2.1. Make cash payments to intended recipients of substance abuse services.
    - 11.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 11.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

11.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

11.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

11.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**12. Audits**

12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

**Exhibit C-1**

**Service Fee Table**

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit C.

**Table A**

	<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day; only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.6.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.7.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.8.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.9.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

**Exhibit C-1**

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1.10.	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 8.1	See Exhibit C, Section 8.1
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New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DME  
Date 11/18/2020

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

11/18/2020

Date

DocuSigned by:

*Denise M. Elwart*

Name: DENISE M. Elwart

Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/18/2020

Date

DocuSigned by:

*Denise M. Elwart*

Name: DENISE M. ELWART

Title: Executive Director

DS  
DME

Vendor Initials

Date 11/18/2020



New Hampshire Department of Health and Human Services  
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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DME

**New Hampshire Department of Health and Human Services  
Exhibit F**



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/18/2020

Date

DocuSigned by:  
*Denise M. Elwart*  
 Name: Denise M. Elwart  
 Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS  
BMC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/18/2020

Date

DocuSigned by:  
*Denise M. Elwart*  
Name: Denise M. Elwart  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

DS  
*DME*

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/18/2020

Date

DocuSigned by:  
*Denise M. Elwart*  
Name: Denise M. Elwart  
Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

DME

Date 11/18/2020

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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DME

Date 11/18/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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## New Hampshire Department of Health and Human Services



## Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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

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The State by:

*Katja Fox*

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Signature of Authorized Representative

Katja Fox

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Name of Authorized Representative

Director

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Title of Authorized Representative

11/19/2020

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Date

South Eastern NH Alcohol & Drug Abuse Services

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Name of the Contractor

*Denise M. Elwart*

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Signature of Authorized Representative

Denise M. Elwart

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Name of Authorized Representative

Executive Director

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Title of Authorized Representative

11/18/2020

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Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/18/2020

Date

DocuSigned by:

*Denise M. Elwart*

Name: DENISE M. ELWART

Title: Executive Director

DS  
DME

Contractor Initials

Date 11/18/2020

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 963911560

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: <u>Denise Elwart</u>	Amount: <u>84,702</u>
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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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Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.20., Paragraph 1.20.4 to read:
  - 1.20.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department including:
    - 1.20.4.1. Individuals receiving BDAS-funded SUD treatment services;
    - 1.20.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.20.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.5 to read:
  - 1.20.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.6 to read:
  - 1.20.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title, to read:
  - 5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L Amendment #1, Sample End User License

SS-2021-BDAS-04-SUBST-12-A01

The Community Council of Nashua, N.H.

Contractor Initials:



Agreement with the State of New Hampshire prior such referencing or marketing.

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine.

6. Modify Exhibit C, Payment Terms, Section 8, Submitting Charges for Payment, Subsection 8.5. to read:
  - 8.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
7. Add Exhibit L Amendment #1, Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/21/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
ED9D36B04C63442  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

The Community Council of Nashua, N.H.

5/20/2021  
\_\_\_\_\_  
Date

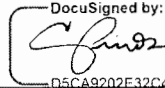
DocuSigned by:  
*Cynthia L Whitaker, PsyD, MLADC*  
084332A5D3DB451  
\_\_\_\_\_  
Name: Cynthia L Whitaker, PsyD, MLADC  
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/25/2021

Date

DocuSigned by:  
  
D5CA9202E32C4AE

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

This End User License Agreement ("EULA") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
  
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_

# State of New Hampshire

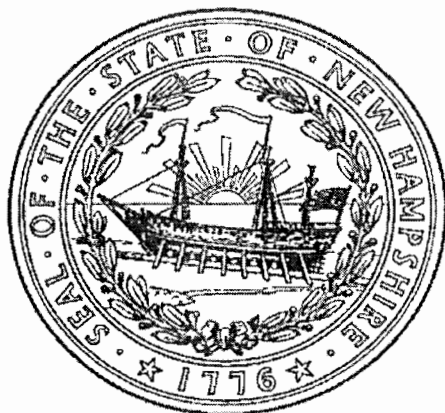
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **63050**

Certificate Number: **0005369257**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of May A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Pamela A. Burns, Board Chair, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 5/19, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Cynthia L Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health to enter into  
contracts or agreements with the State (Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/19/2021

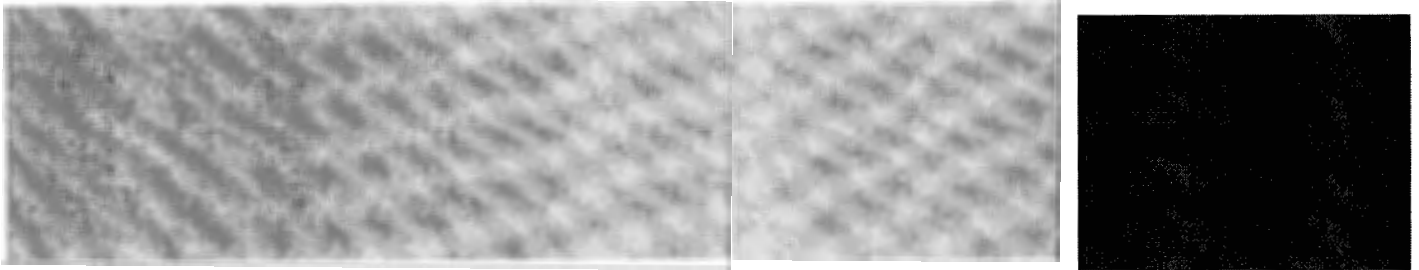
Pamela A Burns  
Signature of Elected Officer  
Name: Pamela A. Burns  
Title: Board Chair  
Greater Nashua Mental Health





**Mission Statement of Greater Nashua Mental Health**

Empowering people to lead full and satisfying lives through effective treatment and support.



**FINANCIAL STATEMENTS**

June 30, 2019 and 2018

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



BOARD OF DIRECTORS

The Community Council of Nashua, NH

d/b/a Greater Nashua Mental Health

Page 2

## Report on Summarized Comparative Information

We previously audited the financial statements of the Organization as of and for the year ended June 30, 2018, and in our report dated October 24, 2018 we expressed an unmodified opinion on those statements. As part of our audit of the 2019 financial statements, we also audited the adjustments to the 2018 financial statements to retrospectively apply the change in accounting as described in the following paragraph. In our opinion, such adjustments are appropriate and have been properly applied, and the summarized comparative information presented herein as of and for the year ended June 30, 2018 is otherwise consistent, in all material respects, with the audited financial statements from which it has been derived.

### Other Matter

#### *Change in Accounting Principle*

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), during the year ended June 30, 2019. Our opinion is not modified with respect to this matter.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire

October 23, 2019

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Financial Position**

**June 30, 2019  
(With Comparative Totals for June 30, 2018)**

	<u>2019</u>	<u>2018</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 2,450,691	\$ 1,464,134
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$868,900 in 2019 and \$174,846 in 2018	1,327,181	1,829,455
Investments	1,853,735	1,763,228
Prepaid expenses	215,098	177,199
Property and equipment, net	<u>3,051,239</u>	<u>2,933,666</u>
Total assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Accounts payable and accrued expenses	\$ 575,082	\$ 271,513
Accrued payroll and related activities	914,303	371,681
Estimated third-party liability	-	950,075
Accrued vacation	372,238	322,611
Deferred revenue	8,930	-
Notes payable, net of unamortized deferred issuance costs	1,460,491	1,544,974
Capital lease obligation	<u>-</u>	<u>5,759</u>
Total liabilities	<u>3,331,044</u>	<u>3,466,613</u>
Net assets		
Without donor restrictions		
Undesignated	3,195,674	2,397,774
Board designated	<u>2,096,407</u>	<u>2,044,023</u>
Total without donor restrictions	5,292,081	4,441,797
With donor restrictions	<u>274,819</u>	<u>259,272</u>
Total net assets	<u>5,566,900</u>	<u>4,701,069</u>
Total liabilities and net assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>

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The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2019  
(With Comparative Totals for Year Ended June 30, 2018)**

	2019			<u>2018</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	
Revenues and support				
Program service fees, net	\$ 12,564,103	\$ -	\$ 12,564,103	\$ 10,542,550
New Hampshire Bureau of Behavioral Health	2,244,369	-	2,244,369	1,667,297
Federal grants	305,915	-	305,915	523,627
Rental income	8,886	-	8,886	10,638
Contributions and support	153,665	-	153,665	138,800
Other	<u>462,233</u>	<u>-</u>	<u>462,233</u>	<u>189,711</u>
Total revenues and support	<u>15,739,171</u>	<u>-</u>	<u>15,739,171</u>	<u>13,072,623</u>
Expenses				
Program services				
Children's and adolescents' services	1,880,533	-	1,880,533	1,449,647
Adult services	3,952,548	-	3,952,548	3,988,401
Elderly services	513,666	-	513,666	453,161
Deaf services	391,655	-	391,655	344,051
Substance abuse disorders	610,322	-	610,322	532,094
Medical services	1,572,645	-	1,572,645	1,540,437
Other programs	<u>1,648,908</u>	<u>-</u>	<u>1,648,908</u>	<u>1,181,923</u>
Total program services	10,570,277	-	10,570,277	9,489,714
General and administrative	4,370,159	-	4,370,159	2,995,802
Development	<u>40,834</u>	<u>-</u>	<u>40,834</u>	<u>70,885</u>
Total expenses	<u>14,981,270</u>	<u>-</u>	<u>14,981,270</u>	<u>12,556,401</u>
Income from operations	<u>757,901</u>	<u>-</u>	<u>757,901</u>	<u>516,222</u>
Other income				
Investment income, net	26,241	4,418	30,659	26,103
Realized and unrealized gains on investments	<u>66,142</u>	<u>11,129</u>	<u>77,271</u>	<u>41,184</u>
Total other income	<u>92,383</u>	<u>15,547</u>	<u>107,930</u>	<u>67,287</u>
Excess of revenues and support and other income over expenses and change in net assets	850,284	15,547	865,831	583,509
Net assets, beginning of year	<u>4,441,797</u>	<u>259,272</u>	<u>4,701,069</u>	<u>4,117,560</u>
Net assets, end of year	<u>\$ 5,292,081</u>	<u>\$ 274,819</u>	<u>\$ 5,566,900</u>	<u>\$ 4,701,069</u>

The accompanying notes are an integral part of these financial statements.

## THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

## Statement of Functional Revenues and Expenses

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	\$ 4,118,951	\$ 5,187,019	\$ 882,865	\$ 218,269	\$ 283,540	\$ 851,596	\$ 563,190	\$ 12,105,430	\$ 458,673	\$ -	\$ 12,564,103
New Hampshire Bureau of Behavioral Health	142,426	663,132	-	326,407	2,581	-	1,104,823	2,239,369	5,000	-	2,244,369
Federal grant	-	37,413	-	-	122,178	-	146,324	305,915	-	-	305,915
Rental income	-	3,320	-	-	-	-	-	3,320	5,566	-	8,886
Contributions and support	-	-	100	-	-	-	-	100	418	153,147	153,665
Other	-	1,024	9,608	-	307,213	-	-	317,845	252,318	-	570,163
Total revenues and support and other income	<u>\$ 4,261,377</u>	<u>\$ 5,891,908</u>	<u>\$ 892,573</u>	<u>\$ 544,676</u>	<u>\$ 715,512</u>	<u>\$ 851,596</u>	<u>\$ 1,814,337</u>	<u>\$ 14,971,979</u>	<u>\$ 721,975</u>	<u>\$ 153,147</u>	<u>\$ 15,847,101</u>

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The accompanying notes are an integral part of these financial statements.

## THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

## Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 4,261,377	\$ 5,891,908	\$ 892,573	\$ 544,676	\$ 715,512	\$ 851,596	\$ 1,814,337	\$ 14,971,979	\$ 721,975	\$ 153,147	\$ 15,847,101
Expenses											
Salaries and wages	1,359,295	2,787,149	368,596	250,612	472,082	789,291	1,126,059	7,153,084	1,957,669	18,446	9,129,199
Employee benefits	280,281	482,280	62,740	43,991	44,502	99,149	180,640	1,193,583	312,863	4,407	1,510,853
Payroll taxes	101,401	207,115	27,607	18,994	35,225	53,823	76,229	520,394	145,350	1,407	667,151
Substitute staff	-	-	-	-	-	-	-	-	13,574	-	13,574
Accounting	-	-	-	-	-	-	130	130	86,611	23	86,764
Legal fees	-	8,724	2,524	-	-	-	2,699	13,947	41,082	-	55,029
Other professional fees	6,989	14,576	6,884	22,429	7,664	608,745	153,766	821,053	180,959	5,118	1,007,130
Journals and publications	-	-	-	-	-	-	-	-	175	-	175
Conferences	2,229	2,476	49	5,186	5,293	894	4,253	20,380	10,749	-	31,129
Other staff development	2,110	2,428	490	-	-	538	6,486	12,052	30,904	-	42,956
Mortgage interest	-	-	-	-	-	-	-	-	75,835	-	75,835
Heating costs	-	-	-	-	-	-	-	-	26,036	-	26,036
Other utilities	-	365	-	-	-	-	-	365	108,650	-	109,015
Maintenance and repairs	-	3,480	-	-	-	-	-	3,480	265,464	-	268,944
Other occupancy costs	-	-	-	-	-	-	-	-	83,337	-	83,337
Office	6,938	8,371	522	330	3,732	5,550	19,670	45,113	457,500	5,259	507,872
Building and household	162	-	-	-	-	-	-	162	39,424	-	39,586
Food	326	1,248	-	-	510	132	991	3,207	8,591	32	11,830
Advertising	-	-	-	-	-	-	3,686	3,686	-	65	3,751
Printing	1,236	2,699	184	287	144	292	534	5,376	1,737	4,639	11,752
Communication	10,215	36,007	4,540	5,310	2,512	147	7,900	66,631	122,874	-	189,505
Postage	22	16	-	-	-	28	-	66	7,303	611	7,980
Staff	40,446	144,210	20,539	31,723	3,033	1,384	19,514	260,849	8,898	166	269,913
Client services	30,200	181,975	220	5	15,118	215	3,247	230,980	1,200	-	232,180
Malpractice insurance	-	-	-	-	-	-	-	-	147,439	-	147,439
Vehicle insurance	-	-	-	-	-	-	-	-	1,294	-	1,294
Property and liability insurance	-	-	-	-	-	-	-	-	61,289	-	61,289
Other interest	-	-	-	-	-	-	-	-	1,316	-	1,316
Depreciation	37,844	69,346	18,496	12,389	20,381	12,457	37,672	208,585	55,877	409	264,871
Equipment rental	-	-	-	-	-	-	90	90	53,490	-	53,580
Equipment maintenance	-	-	-	-	-	-	-	-	3,573	-	3,573
Membership dues	786	75	275	399	126	-	2,255	3,916	43,356	-	47,272
Other	53	8	-	-	-	-	3,087	3,148	15,740	252	19,140
Total expenses before allocation	1,880,533	3,952,548	513,666	391,655	610,322	1,572,645	1,648,908	10,570,277	4,370,159	40,834	14,981,270
General and administrative allocation	972,845	2,389,165	351,277	154,286	276,221	(721,049)	191,727	3,614,472	(3,630,233)	15,761	-
Total expenses	2,853,378	6,341,713	864,943	545,941	886,543	851,596	1,840,635	14,184,749	739,926	56,595	14,981,270
Change in net assets	\$ 1,407,999	\$ (449,805)	\$ 27,630	\$ (1,265)	\$ (171,031)	\$ -	\$ (26,298)	\$ 787,230	\$ (17,951)	\$ 96,552	\$ 865,831

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Cash Flows**

**Year Ended June 30, 2019  
(With Comparative Totals for Year Ended June 30, 2018)**

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 865,831	\$ 583,509
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	265,718	251,257
Net realized and unrealized gains on investments	(77,271)	(41,184)
Provision for bad debt	1,763,837	1,286,950
Gain on sale of assets	-	441
Changes in operating assets and liabilities		
Accounts receivable	(1,261,563)	(1,658,315)
Prepaid expenses	(37,899)	14,164
Accounts payable and accrued expenses	407,847	20,655
Accrued payroll and related expenses and vacation	592,249	17,690
Estimated third-party liability	(950,075)	817,600
Deferred revenue	<u>8,930</u>	<u>-</u>
Net cash provided by operating activities	<u>1,577,604</u>	<u>1,292,767</u>
Cash flows from investing activities		
Purchases of investments	(561,223)	(618,427)
Proceeds from the sale of investments	547,987	629,301
Purchase of property and equipment	<u>(486,724)</u>	<u>(207,305)</u>
Net cash used by investing activities	<u>(499,960)</u>	<u>(196,431)</u>
Cash flows from financing activities		
Net repayment on the line of credit	-	(248,224)
Principal payments on notes payable and capital lease obligations	<u>(91,087)</u>	<u>(128,532)</u>
Net cash used by financing activities	<u>(91,087)</u>	<u>(376,756)</u>
Net increase in cash and cash equivalents	986,557	719,580
Cash and cash equivalents, beginning of year	<u>1,464,134</u>	<u>744,554</u>
Cash and cash equivalents, end of year	<u>\$ 2,450,691</u>	<u>\$ 1,464,134</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 42,563</u>	<u>\$ 146,843</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

**Organization**

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Recently Adopted Accounting Pronouncement**

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU was adopted by the Organization for the year ended June 30, 2019.

**Basis of Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

THE COMMUNITY COUNCIL OF NASHUA, NH  
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Notes to Financial Statements

June 30, 2019  
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**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2018 financial statements, from which the summarized information was derived.

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.



**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2019**

**(With Comparative Totals for June 30, 2018)**

**Investments**

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

**Property and Equipment**

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

**Estimated Third-Party Liability**

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. At June 30, 2019, management determined the Organization was within minimum threshold levels and did not need to recognize a potential repayment to third party organizations.

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**Notes to Financial Statements**

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**(With Comparative Totals for June 30, 2018)**

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2019 and 2018. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2019, which is the date that the financial statements were available to be issued.

**2. Availability and Liquidity of Financial Assets**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents available for operations	\$ 1,933,201	\$ 924,067
Accounts receivable, net	<u>1,327,181</u>	<u>1,829,455</u>
Financial assets available to meet general expenditures within one year	<u>\$ 3,260,382</u>	<u>\$ 2,753,522</u>

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

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**Notes to Financial Statements**

**June 30, 2019**

**(With Comparative Totals for June 30, 2018)**

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2019. See Note 8.

**3. Program Service Fees and Concentrations of Credit Risk**

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 85% and 76% of the Organization's net program service fees for 2019 and 2018, respectively. Net revenues from the Medicaid program accounted for approximately 8% and 11% of the Organization's net program service fees for 2019 and 2018, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2019 and 2018 from those major sources is as follows:

	<u>2019</u>	<u>2018</u>
Private pay	\$ 1,162,551	\$ 1,401,634
Medicaid	1,997,276	1,880,676
Medicare	1,083,321	1,147,556
Other payers	797,098	916,677
Managed care	<u>19,050,284</u>	<u>16,899,789</u>
	<u>24,090,530</u>	<u>22,246,332</u>
Less: Contractual adjustments	(2,912,404)	(4,426,265)
Capitation adjustments	(6,850,186)	(5,990,567)
Provision for bad debt	<u>(1,763,837)</u>	<u>(1,286,950)</u>
	<u>(11,526,427)</u>	<u>(11,703,782)</u>
Program service fees, net	<u>\$ 12,564,103</u>	<u>\$ 10,542,550</u>

The increase in bad debt expense in 2019 as compared to 2018 is primarily due to collection issues relating to self pay patients.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2019</u>	<u>2018</u>
Private pay	34 %	34 %
Medicaid	31	31
Medicare	6	15
Other	9	10
Managed care	<u>20</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

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**Notes to Financial Statements**

**June 30, 2019  
(With Comparative Totals for June 30, 2018)**

**4. Investments**

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2019</u>	<u>2018</u>
Common stocks	\$ 738,894	\$ 554,946
Equity mutual funds	258,423	403,223
U.S. Treasury bonds	487,623	436,769
Corporate bonds	255,204	270,297
Corporate bond mutual funds	<u>113,591</u>	<u>97,993</u>
	<u>\$ 1,853,735</u>	<u>\$ 1,763,228</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

**5. Fair Value of Financial Instruments**

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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**Notes to Financial Statements**

**June 30, 2019**

**(With Comparative Totals for June 30, 2018)**

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
		<u>2019</u>	
		<u>Level 2</u>	
Common stocks	\$ 738,894	\$ -	\$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	<u>113,591</u>	<u>-</u>	<u>113,591</u>
	<u>\$ 1,598,531</u>	<u>\$ 255,204</u>	<u>\$ 1,853,735</u>
		<u>2018</u>	
		<u>Level 2</u>	
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Mortgage-backed securities	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

**6. Property and Equipment**

Property and equipment consists of the following:

	<u>2019</u>	<u>2018</u>
Land, buildings and improvements	\$ 5,539,240	\$ 5,028,346
Furniture and equipment	318,374	284,824
Computer equipment	278,083	254,861
Software	706,407	684,047
Vehicles	33,191	-
Construction in process	<u>-</u>	<u>240,773</u>
	6,875,295	6,492,851
Less accumulated depreciation	<u>(3,824,056)</u>	<u>(3,559,185)</u>
Property and equipment, net	<u>\$ 3,051,239</u>	<u>\$ 2,933,666</u>

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Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

Effective for the year ended June 30, 2019, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2019 and 2018, the Board of Directors approved a flat appropriation of \$40,000 from board-designated endowment funds to support current operations.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
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**Notes to Financial Statements**

**June 30, 2019**

**(With Comparative Totals for June 30, 2018)**

**Return Objectives and Risk Parameters**

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

**Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2019 and 2018.

**Endowment Composition and Changes in Endowment**

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	<b>Total</b>
Donor-restricted endowment funds	\$ -	\$ 274,819	\$ 274,819
Board-designated endowment funds	<u>1,596,406</u>	<u>-</u>	<u>1,596,406</u>
	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

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**Notes to Financial Statements**

**June 30, 2019  
(With Comparative Totals for June 30, 2018)**

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2018	\$ 1,544,023	\$ 259,272	\$ 1,803,295
Investment return	92,383	15,547	107,930
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2019	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

The endowment net asset composition by type of fund as of June 30, 2018 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 259,272	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	<u>-</u>	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 249,797	\$ 1,775,808
Contributions	200	-	200
Investment return	57,812	9,475	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>



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**Notes to Financial Statements**

**June 30, 2019**

**(With Comparative Totals for June 30, 2018)**

**8. Debt Obligations**

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.5% at June 30, 2019). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2019 or 2018. The line of credit agreement has a maturity date of February 28, 2020.

Notes Payable

The Organization had the following notes payable:

	<u>2019</u>	<u>2018</u>
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property.	\$ 836,858	\$ 888,676
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>624,817</u>	<u>658,329</u>
	<b>1,461,675</b>	1,547,005
Less: unamortized deferred issuance costs	<u>(1,184)</u>	<u>(2,031)</u>
Total notes payable	<b><u>\$ 1,460,491</u></b>	<b><u>\$ 1,544,974</u></b>

The scheduled maturities on notes payable are as follows:

2020	\$	77,170
2021		81,662
2022		86,192
2023		90,972
2024		1,125,679

Cash paid for interest approximates interest expense.

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**Notes to Financial Statements**

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**(With Comparative Totals for June 30, 2018)**

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2019.

**9. Commitments and Contingencies**

Operating Leases

Rent expense of \$13,823 and \$12,079 for various equipment was incurred for the years ended June 30, 2019 and 2018, respectively, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the years ending June 30 are as follows:

2020	\$ 11,474
2021	2,093
2022	2,093
2023	2,093
2024	<u>349</u>
	<u>\$ 18,102</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**10. Tax Deferred Annuity Plan**

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2019 and 2018. Expenses associated with this plan were \$141,033 and \$102,941 for the years ended June 30, 2019 and 2018, respectively.



**Board of Directors 2021**

**Officers**

Pamela Burns – Chair  
Diane Vienneau - Vice Chair  
Jone Labombard – Secretary  
Karen Lascelle, CPA – Treasurer

**Alphabetical List**

Robert S. Amrein, Esquire  
Raymond Brousseau  
Pamela Burns  
Robert Dorf, DO  
Christine Furman  
Jone Labombard  
Karen Lascelle, CPA  
Robyn Moses-Harney  
Elizabeth Sheehan  
Mary Ann Somerville  
Diane Vienneau  
Lisa Yates

# Denielle Aldridge, LSWA

## Certified Positive Discipline Parent Educator

### PROFILE AND CERTIFICATIONS:

- Licensed Social Work Assistant
- Certified Positive Discipline Parent Educator
- Certified Child and Adolescent Trauma Professional
- Massachusetts CANS certified
- Mindfulness certified
- Education in mental health counseling, substance use counseling, communications, English composition, decision-making skills, public policy development, grant proposal writing, multicultural practices, regulatory responsibilities, financial management, parenting education, law enforcement education, psychology and various roles of human services workers.
- Outstanding problem solving and active listening skills.
- Significant office support, communication, dispute resolution, and data entry skills.
- Extensive knowledge of substance abuse disorders, trauma, mental health counseling, domestic violence, and vicarious trauma.
- Knowledge of different types of treatment methods and therapeutic procedures

### EXPERIENCE

#### **PARENT AIDE/CASE WORKER/MENTAL HEALTH SPECIALIST. GREATER LAWRENCE COMMUNITY ACTION COUNCIL LAWRENCE, MA**

##### **DECEMBER 2017-SEPTEMBER 2019 & JUNE 2020- PRESENT**

- Certified Positive Discipline parent educator
- Provides home visitation services to a caseload of up to 16 families
- Utilizes the Positive Discipline curriculum to educate parents and guardians on parenting skills
- Collaborates with the Department of Children and Families, schools, therapists, and other resources to provide means to assist clients to achieve their goals
- Assists families in accessing community resources based on their needs
- Maintains accurate, thorough, and updated client records
- Demonstrates cultural sensitivity and comprehension in work with families from multiple ethnic and cultural groups, socioeconomic levels, and lifestyles
- Completes initial assessments to determine the family's strengths. Continues to build on these strengths while working with the family
- Facilitator of the Parenting through Recovery parenting group
- Mental health specialist
- Provides supervision for the Bachelor level interns

#### **SUBSTANCE ABUSE CLINICIAN/COUNSELOR. FARNUM CENTER (EASTER SEALS) MANCHESTER, NH** **SEPTEMBER 2019-FEBRUARY 2020**

- Provided direct support to clients
- Conducted individual one-on-one and group counseling sessions with clients

- Completed required documentation and assessments efficiently and on-time including treatment plans, ASAM forms, weekly summaries, daily group notes, and admission and discharge summaries
- Collaborated with medical providers to ensure clients are able to achieve their goals and obtain resources for success in their sobriety
- Extensive knowledge of Health Realization and the Three Principles

**THERAPEUTIC CASE MANAGER, NORTHEAST KINGDOM HUMAN SERVICES ST. JOHNSBURY, VT  
SEPTEMBER 2016-AUGUST 2017**

- Provided in-home therapeutic case management for children and their families
- Maintained accurate documentation
- Collaborated with the Department of Children and Families, schools, therapists, and other resources to provide means to help clients to achieve their goals
- Utilized skills to teach positive behaviors, coping skills, emotional self regulation, and social skills to children and their families.
- Helped children and families improve coping, social, and communication skills within their home, school, and community

**SUBSTANCE USE RECOVERY AIDE, VALLEY VISTA BRADFORD, VT  
JUNE 2015- SEPTEMBER 2016**

- Provided direct services to clients and managed group counseling, and crisis prevention and management
- Collaborated with colleagues to ensure strongest treatment plan for each patient
- Conducted group counseling sessions, implemented behavior management systems and conducted crisis intervention counseling as necessary
- Facilitated daily group therapy and educational groups
- Maintained detailed and accurate records of treatment progress
- Closely monitored progress in patients and assisted in making changes in therapy as required
- Educated clients on how to follow up on treatment options after discharge

**EDUCATION**

OXFORD HIGH SCHOOL. OXFORD, MASS. GRADUATED 2002

UNIVERSITY OF PHOENIX. JANUARY 2012-APRIL 2014. Graduated with an Associate of Arts with a concentration in Humanities and Social Services Management

UNIVERSITY OF SOUTHERN NEW HAMPSHIRE. JUNE 2014-OCTOBER 2016. Graduated with a Bachelor of Arts in Psychology with a concentration in Addictions Counseling

WALDEN UNIVERSITY. NOVEMBER 2016-August 2020. Graduated with a Masters of Science in Clinical Mental Health Counseling

WALDEN UNIVERSITY. NOVEMBER 2020- present. Obtaining a PhD in Forensic Psychology

**Lucille M. Care, MA, NCC**

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With Hope and Confidence anything is possible,  
-Dr Seuss

***Education***

**Antioch University, Keene, NH** **Sep. 2014- May 2017**  
Master's degree - Clinical Mental Health Counselor/Substance Abuse-Addictions Concentration

**Internship Harbor Homes, Nashua, NH** **Aug. 2016-May 2017**

- PHP Dual Diagnosis- (Substance Use and Mental Health Intakes/treatment plans, referrals, discharges)
- Pre- Authorizations, Concurrent reviews
- Court Reports
- Group Therapy/Individual Therapy
- Centricity (EMR) -medical records program

**Internship-Rivier University, Nashua, NH** **Sept.2015-May 2016**

- Individual counseling, intakes, treatment plans, referrals
- Group counseling; test anxiety, mindfulness, stress management
- Substance use-mandated clients
- Mental Health check in day
- Suicide training

**Bridgewater State College, Bridgewater, MA** **May 1985**  
Bachelor of Arts- Sociology

**Internship-Veterans Administration, Brockton, MA**  
• Individual & Group Counseling

**Internship-Plymouth House of Corrections, Plymouth, MA**  
• Individual counseling  
• Research-statistical data

### *Professional Certificates & Licensures*

<b>CPR/AED-</b> Adult and pediatric first aid certification #153495594794279	<b>8/22/2018</b>
<b>MOAB</b> –Management of Aggressive Behaviors	<b>4/2018</b>
<b>NBCC-</b> National Certified Counselor	<b>4/2017</b>
<b>DBART-</b> Disaster Behavioral Response Team-NH	<b>2015-present</b>
<b>NH Licensed Nursing Assistant-</b> 051291-24 (inactive)	<b>2013-2015</b>

### *Affiliations*

American Mental Health Counselor Association  
Chi Sigma Iota Honor Society

### *Career History*

- 7/23/2018- pres.    **Primary Therapist- New England Wellness and Recovery**
- Group Therapy- (evidence based -curriculum, expressive arts)
  - Individual Therapy- (case load 7-10 avg)
  - Clinical summaries, treatment plans, ASAM criteria
  - Discharges summaries, behavior contracts, continuum of care
  - Kipu- electronic medical records
  - Weekly clinical supervision/team meetings
- 5/1/17-6/15/2018    **Clinician - Harbor Homes Wellness, Partial Hospitalization Program**
- Group therapy- (evidence-based curriculum)
  - Individual Therapy; intakes, treatment plans, referrals, ins. pre-auth/reviews, discharges, court reports
  - Case management- housing, food, recovery meetings, clothing, rides
  - Weekly supervision
  - Pre-auth/concurrent reviews- insurance
  - Trainings- Nar can, MOAB, Crisis/suicide-CALM
- 5/11-6/17    **Home Health Care Provider- Easter Seals**
- Adult foster care of individual with developmental disability
  - Work with client to assimilate into community
  - Maintain/Implementation of patient medical and behavioral records
  - Provide a safe and caring environment
  - Scheduling of monthly goals/activities for client
  - Adhere to all company and state regulations
  - Medication certified for home
- 2/14-12/16    **Elderly Home Care, Self Employed**
- Set up appointments
  - Provide community resources to clients
  - Assist/encourage daily living skills
  - Provide transportation

- 11/13- 2/14     **LNA, Private Duty, Home Health and Hospice Care, Merrimack, NH**
- Provide a safe and caring environment
  - Light House keeping
  - Encourage fluids
  - Reminding of medications
  - Provide transportation
- 09/09-5/11     **Self Employed, Dolly Ciampa, Jewelry**
- Jewelry making and repair
  - Maintain profit and loss
  - All aspects of repair work, stone setting, wax
  - Fabrication, sizing's, stone replacement
- 8/06-09/09     **Repair Shop Manager, Sterling Inc, Manchester, NH.**
- Implement action plans/Performance Management
  - Data Entry, balancing payroll, supplies and profit of shop
  - Recruiting, interviewing
- 4/02-8/06     **Administrative Assistant, ERA Morrison Real Estate, Pepperell, MA**
- Data Entry
  - Knowledgeable in MS Excel, MS Publisher, MS Word
  - Designed marketing material.
  - Billing, payroll, scheduling and telephone duties
- 4/88-5/01     **Dental Assistant, DR. Joseph H. Ciampa DMD, Winthrop, MA**
- Perform general chair side assistance during clinical treatments
  - laboratory functions, electronic patient record, office management
  - Certified in Radiology, with proficient in digital radiography
- 01/85-05/89     **Director Therapeutic Recreation, New Medico, East Boston, MA**
- Implemented and ran support group
  - Promoting community activities with the clients
  - Successful fundraising for client's activities
  - Working with team to set up goals and action plans/documentation
  - Training of employees



# ANGELA DUNHAM

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**Objective:** To obtain an additional role as drug court therapist that will utilize my skills and allow continued growth and education.

## EXPERIENCE

**AUGUST 2019- PRESENT**

**MENTAL HEALTH THERAPIST, GREATER NASHUA MENTAL HEALTH CENTER**

I provide individual substance use therapy, group therapy, intensive outpatient group therapy, LADC evaluations, and Location of Care Assessments under supervision of a licensed clinician. The therapies that I utilize are Cognitive Behavioral Therapy, Rational Emotive Behavior Therapy, and Dialectical Behavior Therapy, Motivational Interviewing, and Solution Focused therapy. I am familiar with the Matrix Model and I am certified to provide and train others in the 7-challenges Model.

**3/2019- AUGUST 2019**

**MENTAL HEALTH THERAPIST INTERN, GREATER NASHUA MENTAL HEALTH CENTER**

I co-facilitated addiction IOP, Substance Use Disorder Relapse Prevention, and DBT groups under the supervision of licensed staff. I provide person-centered individual therapy to adults with substance use disorder and co-occurring mental health conditions. I facilitate recovery by providing therapies including Motivational Interviewing, Dialectal Behavior Therapy, Cognitive Behavioral Therapy, Rational Emotive Behavior Therapy, and Solution Focused Therapy.

**9/2018- 8/2019**

**CERTIFIED MEDICAL ASSISTANT, SCOTT DIEHL PRIMARY CARE AT CATHOLIC MEDICAL CENTER**

I supported the team with a transition from paper records to Centricity EMR. My duties which included updating patient history, problem, medication, and allergies. I assisted with prepping and scanning records into the electronic medical record. I also obtained vital signs and gave clinical and administrative support to provider, staff, and patients.

**8/2018- 3/2019**

**MENTAL HEALTH THERAPIST INTERN, ADDICTION RECOVERY SERVICES**

I co-facilitated addiction recovery process groups under the supervision of licensed staff. I utilized a Client-Centered Approach, Cognitive Behavioral Therapy, Motivational Interviewing and Psycho-Education.

**3/2018-6/2018**

**PEDIATRIC MEDICAL ASSISTANT, LONDONDERRY PEDIATRICS**

I triaged patients using the Barton Schmitt Pediatric Protocol. I was responsible for rooming patients and obtaining the problem, HPI, vital signs, social history, and reviewing medication/allergies. I was also responsible for point-of-care testing; order entry and treatment follow up.

**6/2017 – 2/2018**

**CERTIFIED MEDICAL ASSISTANT/RECOVERY SUPPORT, PROGRAM FOR ADDICTIVE DISORDERS AT CONCORD HOSPITAL**

I supported the MAT (Medication-Assisted Treatment) team in meeting the patient's individual goals. I did recovery check-ins at each visit and support the team's clinical needs. I provided recovery resources and coordinated care with community partners.

**8/2008 – 6/2017**

**CERTIFIED MEDICAL ASSISTANT, CONCORD HOSPITAL**

I collaborated with providers in a multidisciplinary family medicine team to provide patient-centered care. My responsibilities included assisting physicians, maintaining records, care coordination, vaccine program manager, point-of-care testing, phlebotomy, injections, and medical assistant training. I participated in Quality Improvement Projects to improve depression screening rates and the Screening, Brief Intervention, and Referral to Treatment (SBIRT) initiative.

## **EDUCATION**

**SEPTEMBER 15, 2019**

**MASTERS OF SCIENCE – CLINICAL MENTAL HEALTH COUNSELING, NEW ENGLAND COLLEGE**

GPA 3.81

Relevant coursework: Internship III, Research Capstone, Program Planning, Internship II, Research Methods, Testing & Assessment, Internship I, Ethics, Psychopharmacology, Addictions, Abnormal Psychopathology, Clinical Counseling Theory, Social & Cultural Foundations, Crisis Intervention, Clinical Counseling Technique, Human Growth & Development, Dialectical Behavior Therapy, Group Counseling, Family Systems, and Career & Lifestyle Development.

**SEPTEMBER 2016**

**BACHELOR OF ARTS - PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY**

**Specialization: Mental Health Counseling**

Relevant coursework: Abnormal Psychology, Cognitive Psychology, Anthropology, Sociology, Philosophy, Counseling Techniques, Healthcare Delivery Systems, Statistics, Research Statistics for Psychology, Biopsychology, and Addictions.

**JUNE 2008**

**ASSOCIATE OF SCIENCE - MEDICAL ASSISTING, HESSER COLLEGE**

Relevant coursework: Externship, Clinical, Human Anatomy & Physiology, Information Technology, Office Administration, Medical Terminology, Medical Coding, Algebra, Biology, Psychology, and Philosophy.

## **SKILLS**

- Motivational Interviewing
- Cognitive Behavioral Therapy
- Dialectical Behavior Therapy
- Solution Focused Therapy
- Rational Emotive Behavior Therapy
- 7 Challenges Certified
- Care Coordination
- Healthcare Software: Cerner, EclinicalWorks, Centricity EMR, Essentia EMR
- Microsoft Office, Minitab, Office Time, MAXQDA

## **ACTIVITIES**

- Member of NH Alcohol & Drug Abuse Counselors Association
- Member of American Association of Christian Counselors
- Certification in Basic Life Support through the American Heart and American Stroke Association.
- Certified in MOAB (Management of Aggressive Behavior) through MOAB Training International.

**Eileen M. Fiori, LICSW, LADC**

**CAREER OBJECTIVES:** To obtain a part-time position in which I can utilize my varied clinical and supervisory experience in a professional setting. Credentialed as MA-LICSW #117722, NH-LICSW #155, NH-LADC #142.

**RECENT EMPLOYMENT:** Chief of Clinical Services at WestBridge, a private organization specializing in residential treatment and outpatient Assertive Community Treatment for individuals with co-occurring mental illness and substance use disorders. WestBridge is focused on both the individual and family utilizing a team approach and incorporates evidence-based practices to support independence and wellness for those who participate in the services.

**EXPERIENCE:**

**CLINICAL:** Provide direct treatment to children, adolescents, adults, families and couples. Treatment includes individual, family and group psychotherapy, as well as crisis intervention and case management. Treatment settings include mental health and social service agencies, foster homes, residential treatment centers, schools, substance abuse treatment agencies and patient/client's homes. Consultation and case management included contact with treatment specialists, schools, police, courts, probation departments, attorneys and hospitals. Certified to administer Global Appraisal of Individual Needs-GAIN-I; Substance Abuse Subtle Screening Inventory-SASSI; and to implement evidenced based practices such as the Adolescent Community Reinforcement Approach-ACRA, CBT, Motivational Interviewing, Family Education and Support, ACT teams and Supported Employment.

**PROGRAM DEVELOPMENT AND PLANNING:** Planned, developed, implemented and monitored programs providing substance abuse, social and medical services. Each program required definition of program goals, identification of client population, including special needs/services, budget considerations, policy development, staff development and training, resource mobilization, program promotion, coordination with existing programs and consultation with community providers.

**ADMINISTRATION:** Served in a number of administrative positions, including as Executive Director of the Farnum Center, Clinical Director of that same facility and as clinical supervisor in other settings. In these various positions, responsibilities included oversight of staff, development of agency budgets, grant proposals and responses to requests for proposals. Other administrative responsibilities included clinical supervision of staff at all levels of professional development, student interns, paraprofessionals and volunteers. I served as adjunct faculty at Notre Dame College providing courses in Addictive Disorders, Family Therapy and Ethics. I served as a member of the NH Board of Licensing for Alcohol and other Drug Use Professionals for six years and continue as a rehabilitative supervisor for the NH Board of Mental Health Practice.

**RECENT EMPLOYMENT:**

NH Partnership for Success

**PAST EMPLOYMENT HISTORY:**

WestBridge

Child & Family Services of NH in Manchester  
Center for Life Management  
Col-Fiori Counseling Associates  
Farnum Center  
New Hampshire Department of Health and Human Services  
Greater Lawrence Mental Health Center  
McLean Hospital

References available upon request.



## William Robert Lundgren

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### *Profile*

Very reliable, personable and experienced career professional with experience and training in the substance abuse field. Former Probation & Parole Officer with a high-risk caseload supervising clients with drug or alcohol-based convictions. New Hampshire Licensed and Massachusetts Certified Alcohol & Drug Counselor. Co-facilitated intensive community-based substance abuse group versed on the Twelve-Steps AAA program as well as Cognitive Behavior Therapy model. Looking to advance my career utilizing the skills learned in my career. Especially adept at communication, leadership, interpersonal relations and establishing a positive working environment.

### *Experience*

#### AVENUES RECOVERY EXTENDED CARE

##### GROUP FACILITATOR CONCORD, NH MARCH 2020 – CURRENT

- FACILITATE MENTAL HEALTH AND SUBSTANCE USE DISORDER GROUPS
- WRITE GROUP THERAPY CLIENTS NOTES AND GROUP SUMMARIES
- SET GOALS, NEW BEHAVIORS AND OTHER GOAL SETTING ENCOURAGEMENT

#### ALLIED UNIVERSAL PROTECTION SERVICES

##### GLOBAL SECURITY SUPERVISOR, CAMBRIDGE MA - NOVEMBER 2016 – APRIL 2019

- Manage the contracted security and safety services at facility.
- Supervise several global areas accessing safety and interruptions to daily business activities.
- Ensure quality of services is at or above expectations.

##### SECURITY OFFICER, MERRIMACK NH - MAY 2015 - NOVEMBER 2016

- Obtained Secret Department of Defense Clearance status to work at facility.
- Trained on procedures and process to successfully be part of the team protecting security and safety at facility.

##### Rockingham County Jail - August 2013 - April 2015

#### CORRECTIONS OFFICER, BRENTWOOD NH

- Ensure that inmates have a productive and save environment, facilitate activities to enhance inmate profile, attitudes, and communication skills to have best chance of success.
- Maintained discipline and orderly conduct. Resolve conflicts among inmates



## William Robert Lundgren

- Monitor internal and external perimeters of the institution, making periodic inspections of conditions. Enforced rules and regulations governing the conduct of visitors. Examined packages to be received by inmates.
- Administer CPR and first aid. Investigated and handled emergencies and disorders within the department.

### PROBATION & PAROLE OFFICER, STATE OF VERMONT - JAN 2000- MARCH 2013

#### Court Duties

- Completed a pre-trial assessment of defendant's amenability for community probation, including risk assessment, compilation of criminal history and summary of psychological reports.
- Completed Intensive Confidential Sanction Reports to court based on my investigation into their appropriateness for an Intensive Community-based Substance Abuse group while serving their sentence on a furlough or Supervised Community Sentence status. This report included a sentence recommendation.
- For offenders sentenced to probation, provided the court progress reports recommending that either the probation continue, the probationer be incarcerated or sanctioned for a probation violation, or that his probation end.

#### Community Protection

- Protect communities by recommending that the court require offenders to complete programs, such as substance abuse, sex offender or anger-management therapy.
- Monitored offenders' attendance in and compliance with these programs. Handle inquiries the public may have regarding probationers under their charge.

#### Supervision Duties

- Facilitated and co-facilitated community based intensive community-based substance abuse group based on Cognitive-Behavioral Theory for over 10 years.
- Visited probationers and parolee's at work, interview their family members and make home visits.
- Depending on a probationer or parolee's progress, adjusted the level of supervision required or impose probation/parole restrictions, such as additional community service, treatment, restrictive housing, ankle-bracelet monitoring or revocation of probation.



## William Robert Lundgren

**CORRECTIONS OFFICER, CHESHIRE COUNTY NH -- 1997 - 2000**

Awarded 2nd Shift Officer of Year in 1998

Awarded Leadership/Teamwork Certificate January 2019 from Allied Universal

### *Professional Certifications and Training*

Licensed New Hampshire and Certified Massachusetts Alcohol and Drug Counselor

Over 550 hours of various criminal justice related trainings including but not limited to;

Advanced Communication Techniques

Advanced Physical Control Techniques

Motivational Interviewing

Best practices in Case Management

Extensive Substance abuse training

Extensive case management and planning

### *Education:*

Merrimack College North Andover , MA – Bachelor's - Psychology – September 2019 -August 2020  
current GPA 3.0

New Hampshire Technical Institute - Associates - Criminal Justice - Corrections with Honors GPA  
3.42 1996

### *Reference's :*

Provided upon request



Christina M. Minasian Hunt, MS

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**EDUCATION**

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09/2011– Present    **PsyD (anticipated August 25, 2018)**  
**Masters of Science – June 1, 2014**  
**Antioch University, New England**  
40 Avon Street, Keene, NH 03431  
Clinical Psychology

01/2002– 05/2005    **Bridgewater State College**  
131 Summer Street, Bridgewater, MA 02325  
Bachelor of Science in Psychology, Cum Laude  
Minor in Forensic Psychology

09/2001– 12/2001    **Assumption College**  
500 Salisbury Street, Worcester, MA 01609  
Matriculated in BA and Foundations programs

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**GRADUATE CLINICAL EXPERIENCE**

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9/2016- 8/25/2018    **Predoctoral Intern**  
**BHN The Carson Center**  
Westfield, MA  
Supervisors: David Arbeitman, PhD, Francine Lorimer, PsyD, Lisa Rasco, PhD, and Margo Townley, MSW, PsyD

- Provide individual and group therapy in a community mental health center
- Tailor assessment, conduct cognitive and personality testing, and provide feedback to clients
- Concentrations: substance use and dual-diagnosis assessment and treatment, trauma assessment and treatment, DBT program (including group facilitation), and second offender DUI program
- Provide supervision to predoctoral practicum students
- Participation in seminars, supervision, and peer supervision
- Provided the Center with a seminar in basic ASAM criteria assessment
- Lead intern cohort in conducting a program evaluation for the DBT program

- 8/2015-  
6/2016      **Psychometrician Extern**  
**Comprehensive Counseling Connections**  
Bow, NH  
Supervisors: Pamela Gallant, PsyD & Christina Flanders, PsyD
- Conduct cognitive and personality assessments for children and adults
  - Score, interpret, and create reports including individualized recommendations for each client
  - Consult about technology, including web page development, organization, and program development
- 7/2014-  
Present      **Substance Abuse Clinician**  
**Greater Nashua Mental Health Center (GNMHC)**  
**Substance Abuse Services**  
Nashua, NH  
Supervisor: Cynthia Whitaker, Psy.D., MLADC
- Was offered paid employment at the conclusion of my practicum contract and subsequently hired as a clinician
  - Increased my understanding of the pharmacology of substances and their impacts on individuals, their families, and social networks
  - Independently lead a weekly IOP group
  - Complete insurance authorizations for services
  - Deliver LADC evaluations and recommend treatment
- 8/2013-  
6/2014      **Practicum Student**  
**Greater Nashua Mental Health Center (GNMHC)**  
**Substance Abuse Services**  
Nashua, NH  
Supervisor: Cynthia Whitaker, Psy.D., M-LADC
- Provide individual and intensive outpatient program (IOP) group therapy to individuals with substance use disorders
  - Participated in weekly group and individual supervision with peers and the supervising psychologist
  - Conduct court-ordered mental health evaluations that include evidence-based assessment tools, diagnostic impressions, and recommendations
- 6/2012 –  
6/2013      **Practicum Student**  
**Antioch Psychological Services Center (PSC)**  
**Antioch University New England**  
Keene, NH  
Supervisors: James Fauth, Ph.D. & Susan Hawes, Ph.D.
- Provided therapy for individuals and groups
  - Co-facilitated Cognitive Self Change group for individuals with a history of incarceration and/or probation

- Delivered therapy and coordinated treatment for inmates at Cheshire County House of Corrections (CCHOC)
- Trained in and conducted cognitive and personality assessments
- Composed initial contacts, intake interviews, progress notes, termination summaries, letters, etc. for documentation
- Attended to scheduling, payments, and other administrative tasks

## RELEVANT EMPLOYMENT HISTORY

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- 12/2007–  
6/2012      **Community and Family Support Specialist**  
**Monadnock Family Services**  
Keene, Peterborough, and Jaffrey, NH  
Supervisor: Mark Bromley, Ph.D., LMFT
- Supported older adult clients (60+ years of age) in the community to encourage independence and distress tolerance
  - Worked at a high level of autonomy and organization to be in the community without the resources of a daily office-setting
  - Collaborated with clients, families, inter-agency providers, and a multidisciplinary treatment team to establish treatment goals and objectives
  - Organized and facilitated weekly therapeutic behavioral groups
  - Attended regular intra-agency and inter-agency trainings, including Dialectical Behavioral Therapy (DBT), Motivational Interviewing, Treatment Planning, etc.
- 07/2007–  
11/2007      **Teacher's Assistant**  
**South Bay Mental Health, Early Intervention**  
Brockton, MA  
Supervisor: Amy Miner-Fletcher, LMHC, CEID
- Assisted Occupational Therapists/teachers in classrooms for children ages 1–3 deemed to be at-risk for developmental disabilities
  - Regularly worked in bilingual (Spanish/English) classes and communicated in Spanish when appropriate
  - Independently compiled community resource guide for parents and staff
- 06/2006–  
07/2007      **Case Manager**  
**South Bay Mental Health, Partial Hospital Program**  
Plymouth, MA  
Supervisor: Nicole Costa, MSW, LICSW
- Supported clients (aged 18+) experiencing acute symptoms of a variety of mental illnesses as a step-down or diversion from inpatient hospitalization
  - Worked with a multidisciplinary treatment team to coordinate

- treatment strategies
- Organized treatment plans, assessments, intakes
- Daily responsibilities included coordinating inter-agency treatment team meetings with clients, their families and outer agency providers, including the Department of Mental Health, Social Security, and local probation departments
- Co-facilitated clinical groups with licensed therapists
- Made regular calls to insurance companies to update status of clients and receive prior authorizations for service

#### **GRADUATE RESEARCH EXPERIENCE**

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- 9/2015-  
3/2016      **Senior Research Assistant**  
**Center for Behavioral Health Innovation (BHI)**  
**Antioch University New England**  
Keene, NH – Lowell, MA  
Supervisors: George Tremblay, Ph.D. & Megan Edwards, PsyD
- Coordinate with UMass Lowell to perform a second iteration of the Community Readiness Assessment (after having performed the initial CRA in 2012-2013 – see below)
  - Interview UML faculty, staff, and students using CRA structured interview
  - Code and achieve consensus on scoring with student research assistant
  - Compose and present report to Garret Lee Smith Team at UML
- 11/2013 –  
3/2018      **Program Evaluator**  
**Hillsborough South County Adult Drug Court**  
**Hillsborough South Country Superior Court**  
Nashua, NH
- Function as an evaluation consultant to the drug court development team as they began to establish a new drug court
  - Attended local and distant meetings and conferences held by the National Association of Drug Court Professionals (NADCP)
- 9/2012 –  
5/2013      **SAMHSA Garrett Lee Smith Project Coordinator**  
**Center for Research on Psychological Practices (CROPP)**  
**Antioch University New England**  
Keene, NH – Lowell, MA  
Supervisors: George Tremblay, Ph.D.
- Functioned as evaluation team member and liaison between CROPP and UMass Lowell (UML) as UML prepared to implement a suicide-prevention program
  - Prepared variety of documents, including IRB applications, informed consent dialogs, interview scripts, letters, etc.
  - Adapted Community Readiness Assessment (CRA) tool for suicide

- prevention at UML
- Conducted and coded a series of CRA interviews with UML campus representatives (from faculty, staff, administration, students, etc.)
- Co-authored and presented an evaluation report to UML team

#### **UNDERGRADUATE INTERNSHIP & RESEARCH EXPERIENCE**

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- 01/2005–  
05/2005     **Intern**  
              **Department of Probations and Drug Court Program**  
              **Cambridge District Court**  
              Cambridge, MA  
              Supervisor: Marie Burke
- Observed and conducted basic administrative and courtroom procedures
  - Attended weekly Drug Court rehabilitation program sessions to review the status of participants in the drug-court program
  - Initiated, completed and presented a brief program evaluation for the Drug Court
- 08/2004–  
05/2005     **Student Research Associate**  
              **Massachusetts Aggression Reduction Center (MARC)**  
              Bridgewater State College, Bridgewater MA  
              Supervisor: Elizabeth Kandel-Englander, Ph.D.
- Selected by Dr. Englander to assist in establishing MARC (<http://webhost.bridgew.edu/marc/>), a state-funded program instituted to provide anti-bullying and anti-cyberbullying programs to K-12 students in order to take charge of the growing aggression and bullying problems in schools

#### **ADDITIONAL CLINICAL & PROFESSIONAL TRAINING**

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- 10/2017     **Cognitive Processing Therapy for PTSD**
- Training provided by CPT for PTSD developers
  - Training focused on the development, research, and refinement of the most updated CPT model
  - Emphasis was placed on providing CPT to military personnel and civilians
- 12/7/2015   **Military Culture Training for NH Service Providers**
- Introduced use of CPT in group settings
  - Training focused on military organization, military culture, reintegration of veterans, stigma associated with veterans
  - Topics will also cover deployment cycles, PTSD, TBI, and military family challenges

- 10/6-7/2015 **Matrix Model Training**
- The Matrix model is a cognitive-behavioral, evidence-based model that was designed to treat individuals with substance use disorders.
  - Instructed in the Matrix model, its implementation, and its fidelity assessment by the Matrix Institute
  - Learned both the Basic Core and Criminal Settings Matrix models
- 10/2-3/2014 **New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet – Facing Complex Issues**
- Seminars focused on research, program evaluation, ethics, and addiction
  - Collaborated with the Hillsborough County Adult Drug Court team about programmatic changes consistent with new research
- 10/1-2/2014 **New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet**
- Attended seminars focused on research, administration of incentives and sanctions, inclusion of Vivitrol in drug courts, MRT, and assessment for drug court participant's needs
- 9/3/2015 **New Hampshire Specialty Courts 6<sup>th</sup> Annual Conference**
- Attended seminars focused on research, addictions, treatment, distinguishing the multiple roles of drug court team members, and including trauma-informed care in drug court treatment
- 9/5/2014 **New Hampshire Specialty Courts 5<sup>th</sup> Annual Conference**
- Attended seminars focused on the drug court model, relapse prevention, medically-assisted treatment in drug court, and contingency management
- 7/11-13/2014 **The Albert Ellis Institute: 3-Day Primary Certificate Practicum in Rational Emotive Behavior Therapy (REBT) and Cognitive Behavior Therapy**
- Received instruction in the history, conceptualization, and practice of REBT
  - Learned the ABC model of REBT
  - Participated in small-group peer-supervision sessions
  - Practiced REBT in brief individual sessions with other trainees in the small-group supervision groups
  - Provided and received feedback in the peer supervision group
- 9/13/2013 **New Hampshire Specialty Courts 4<sup>th</sup> Annual Conference**
- Attended seminars introducing Veteran's Courts, the drug court model, and treating co-occurring disorders
- 4/19/2012 **Trauma Informed Care: Trauma and Its Neurobiological Effects, Self-Regulatory Tools, Trauma Recovery, and Healing Through the Arts (SAMHSA)**
- Presentation focused on the physiological effects of trauma
  - Discussed evidence-based treatment options that respond to the physiological effects of trauma

## PUBLICATIONS

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- 7/14/2015      **Another View – A drug court for Manchester is a good investment**  
New Hampshire Union Leader  
Editorial Submission
- Published an editorial in response to the Manchester county legislation's decision to not fund a drug court
  - Advocated that drug courts promote public safety, public health, and humanitarian efforts, and are cost effective.
  - Available at:  
[www.unionleader.com/apps/pbcs.dll/article?AID=%2F20150715%2FOPINION02%2F150719544&source=RSS](http://www.unionleader.com/apps/pbcs.dll/article?AID=%2F20150715%2FOPINION02%2F150719544&source=RSS)
- 3/12/2018      **Dissertation: Fidelity Assessment of the Hillsborough South County Drug Court**  
Chair: George Tremblay, Ph.D.  
Committee Members: Cynthia Whitaker, PsyD and Dion Dennis, PhD
- Completed a mixed methods fidelity assessment to investigate the court's adherence to the Ten Key Components (NADCP, 1997) and Best Practice Standards (NADCP, 2013)
  - Implemented Utilization-Focused Evaluation methodology (Patton, 2012)
  - This research is being used by the court to inform their practices as they develop their program.

## SCHOLARSHIPS, MEMBERSHIPS, AND AWARDS

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- In process      **NH Master Licensed Alcohol and Drug Counselor**  
Application pending
- 09/2014-Present      **APA Division 12: Society of Clinical Psychology**
- 09/2013- 5/2015      Graduate Student Affiliate  
**Support Group for Ethnic and Racial Diversity (SERD)**  
Member  
Chair -- Genocide Awareness Committee
- Co-authored and delivered a lecture with a fellow student to first-year students about modern genocide and transgenerational trauma
- 09/2011--  
05/2012      **Jonathan Daniels Scholarship**
- 05/2012-  
Present      **American Psychological Association**  
Graduate Student Affiliate
- 03/2012 –  
Present      **New Hampshire Psychological Association**  
Graduate Student Affiliate

# Heather C. Smith

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## EDUCATION

**Antioch University New England, Keene, NH** Graduated April 2011

*Master of Arts in Dance/Movement Therapy and Clinical Mental Health Counseling*

\*Registered-Dance/Movement Therapist (American Dance Therapy Association)

\*Licensed Clinical Mental Health Counselor -License #1141 (NH Board of Mental Health Practice)

\*Master-level Licensed Alcohol and Drug Counselor-License #0039 (NH Board of Licensing for Alcohol and other Drug Use Professionals)

**University of Louisiana at Lafayette, Lafayette, LA** Graduated May 2007

*Bachelor of Fine Arts in Performing Arts in Dance, Minor in Biology, Cumulative GPA: 3.5, Cum Laude*

**SKILLS:** Ability to proficiently communicate direct objectives both verbally and written, socially oriented and professionally aggressive, cooperative and resourceful within teams and/or independently, time on task management, CPR & First Aid certified, CPI Trained, Basic ASL, EMR experience, CANS Train the Trainer Certification (2014), Adult Needs and Strengths certification (2014); TF-CBT & DBT experienced; TCM; GAIN certified; Cognitive Based Interventions for Substance Abuse (CBI-SA), Seeking Safety

## CLINICAL EXPERIENCE:

**Avenues Recovery Extended Care (formerly New England Recovery and Wellness)—Concord, NH (March 2017-)**

*Clinical Director (April 2018-present)*

- Oversee clinical aspect of the agency including but not limited to:
- Provide supervision to clinicians, case managers, and those seeking CRSW, LADC, and MLADC credentials
- Review all client charts for compliance
- Provide trainings/education to all staff
- Inspect that decisions of client care are ethical and that confidentiality and boundaries are upheld

*Primary Therapist (March 2017-April 2018)*

- Provide individual and group therapy services to a caseload of up to 8 clients in a dual diagnosis ASAM level II.5 setting
- Provide weekly check-ins with the client's family members upon consent of the client
- Attend daily morning meetings with day time management
- Attend weekly clinical meetings
- Maintain documentation deadlines including treatment plans, ASAM documents, Bio-psycho-social assessments, suicide risk, and trauma screenings

**Phoenix House-Keene Center—Keene, NH (September 2014 – March 2017)**

*Program Coordinator for Outpatient Services & UR Support (Aug. 2016-March 2017)*

- Created a program that supports members of the community as well as participants of the Cheshire County Drug Court.
- Conduct Bio-Psycho-Social, ASI, ASAM and other assessments necessary to provide pre-authorizations and concurrent reviews to insurance companies.
- Provide treatment planning sessions and group therapy for IOP and OP groups.
- Oversee communication amongst the outpatient team is followed through and everyone is working together in order to create a smooth entry and exit for clients in the program.
- Collaborate with outside services, such as providing weekly updates both written and verbally to the CCDC team, act as the representative from treatment to the CCDC, refer clients to outpatient individual therapy and other services the client is willing to participate in that supports continuing care.

*Clinical Coordinator for Cheshire County Drug Court (CCDC) (Dec. 2015-Aug. 2016)*

- Assessed program needs and recommended changes to enhance and increase effectiveness
- Supervised other clinical staff conducting individual and group therapy to participants of the CCDC.
- Provided individual and Evidenced Based group therapies to participants of the CCDC.
- Formatted weekly updates and sent to the CCDC program coordinator to place in participants' weekly reports.
- Met with the CCDC Program Coordinator and Case manager weekly to discuss sanctions, incentives, and therapeutic interventions for each participant.



- Participated in weekly CCDC team meetings which included the judge, attorneys, probation officers, representatives from the CCHOC and other professional members of the community.
- Conducted GAIN assessments and follow-ups.
- Met with participants at the CCHOC for individual counseling and/or assessments when necessary.

*Senior Primary Counselor for Boarding and Community IOP (Sept. 2014-Dec. 2015)*

- Maintained a high caseload of adult clients with Co-occurring Diagnoses, providing Individual, Family, and Group Therapy
- Completed Bio-Psycho-Social, Addiction Severity Index and ASAM Assessments for insurance authorizations
- Engaged in On-call rotation
- Prepared paperless Interpretive Summaries, Discharge Summaries, Treatment Plans, Aftercare and Transition plans
- Coordinated Family Night for Community IOP with guest speakers/commitment speakers
- Collaborated with Alternative Sentencing Programs, Probation Officers, and DCYF case managers
- Actively participated in twice daily change of shifts, weekly group and individual supervision

**Monadnock Family Services/Child, Adolescent and Family services—Keene, NH (July 2013 – end Aug. 2014)**

*Keene Community Based Clinician*

- Maintained a caseload of 25+ clients from ages 5-21, providing Home, School and Office based Individual and Family Therapy as well as Functional Support Services
- Prepared paperless individualized treatment plans, quarterly reviews, Targeted Case Management, and Eligibility Certifications in a timely manner
- Led treatment teams of case managers, community support staff, and other services a client may have
- Actively participated in Team Meetings, Reflective Team, and Group Supervisions

**Brattleboro Retreat—Brattleboro, VT (Sept. 2010 - Nov. 2012)**

*Program Coordinator/Creative Arts Therapist (May 2012 - Nov. 2012)*

- Implemented programming on the newly established Adult Intensive Unit- an inpatient, mostly involuntary unit for patients diagnosed with schizophrenia disorders and bipolar disorders in acute state of psychosis
- Part of a daily multidisciplinary treatment team, created treatment plans, managed case documentation, formulated therapeutic assessments, and provided group notes
- Developed a rewards program in which patients nominate one another for “community roles” on the unit
- Worked with aftercare providers to set up a sensory room for a specific patient’s needs
- Led psycho-educational, experiential, and recreational groups daily (on- and off-unit)
- Provided support for other milieu staff

*Therapeutic Services Float/Creative Arts Therapist (May 2011 - Nov. 2012)*

- Managed 3 per diem staff and available for last minute coverage, vacations and time-away for the 16 TS department staff (including program coordinators and recreational therapists)
- Populations served: children’s inpatient, adolescent inpatient, adult co-occurring disorders inpatient, adult basic psych, LGBT adult inpatient, adult intensive inpatient, uniformed services program-outpatient
- Lead psycho-educational, experiential, and recreational groups (on- and off-unit)
- Provided support for peers & made sure TS assessments and treatment plans were in compliance for each unit.
- Chosen to implement TS assessment format for EHR transfer and EHR trainer to TS staff

**PROFESSIONAL SOCIETIES & SPECIAL INTERESTS:**

- **American Dance Therapy Association (ADTA)-Active Professional Member**
- **National Association for Alcoholism and Drug Abuse Counselors (NAADAC)-Active professional member**
- **Alpha Omicron Pi Fraternity-NH & Boston Alumnae Chapters -Active Alumnae Member**
- **New England American Dance Therapy Association (Sept, 2010-April 2011)**  
*AUNE Student Representative*
- **AUNE Student Government (2008-2009)**  
*Associates Chair, Applied Psychology Student Representative*
- **AUNE Dance/Movement Therapy Student Showcases ('09, '10, '11)**  
*Active participant & choreographer*

**Community Council of Nashua, Inc. DBA/Greater Nashua Mental Health**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Heather Smith	Coordinator of SUD Services		0%	Depends on the services provided
Christina Minasian-Hunt	Clinical Coordinator of Drug Court		0%	Depends on the services provided
Eileen Fiori	Therapist		0%	Depends on the services provided
Angela Dunham	Therapist		0%	Depends on the services provided
Will Lundgren	Therapist		0%	Depends on the services provided
Lucille "Dolly" Care	Therapist		0%	Depends on the services provided
Denielle Aldridge	Therapist		0%	Depends on the services provided



Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 25, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$6,744,478 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Bridge Street Recovery	TBD	Statewide	\$1,351,667
Grafton County New Hampshire-Grafton County Department of Corrections and Alternative Sentencing	177397-B003		\$217,000
Harbor Homes, Inc.	166574-B001		\$1,701,384
Hope on Haven Hill, Inc.	275119-B001		\$328,715
Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center	177204-B005		\$2,035,829
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001		\$1,097,883
The Community Council of Nashua, NH	154112-B001		\$12,000
		<b>Total:</b>	<b>\$6,744,478</b>

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

#### **EXPLANATION**

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Council approval to prevent the current contracts from expiring. This request is **Sole Source** because the Department determined the Contractors have the capacity to continue providing substance use treatment and recovery support services to individuals and prevent a lapse in program services while the Department develops a new Request for Proposals.

This request represents the remaining seven (7) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department presented the first five (5) requests Governor and Executive Council on December 2, 2020 (item #15).

The purpose of this request is to ensure the continuation of substance use disorder treatment and recovery support services for New Hampshire residents in need of services. The Contractors offer an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors ensure individuals with substance use disorder receive the appropriate levels of treatment and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

The Department will monitor contracted services through monthly, quarterly and annual reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor achieves initiation, engagement, and retention goals as detailed in the contract.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of services may not receive the treatment, tools and education that are required to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # TI083041; CFDA #93.788/FAIN #TI081685 and  
#TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds  
will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Bridge Street  
Recovery

Vendor Code: TBD

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$160,290	\$160,290
2022	102-500731	Contracts for Prog Svc	\$0	\$53,430	\$53,430
Sub-total			\$0	\$213,720	\$213,720

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,885	\$2,885
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

Dismas Home of NH

Vendor Code: 290061-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$16,991	\$0	\$16,991
2022	102-500731	Contracts for Prog Svc	\$5,851	\$0	\$5,851
Sub-total			\$22,842	\$0	\$22,842

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Famum

Vendor Code: 177204-B005

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-500731	Contracts for Prog Svc	\$0	\$56,100	\$56,100
Sub-total			\$0	\$159,647	\$159,647

FIT/NHNN

Vendor Code: 157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$153,558	\$0	\$153,558
2022	102-500731	Contracts for Prog Svc	\$54,098	\$0	\$54,098
Sub-total			\$207,656	\$0	\$207,656

Attachment A  
Financial Details

Grafton County Vendor Code: 177397-B003

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$51,934	\$51,934
2022	102-500731	Contracts for Prog Svc	\$0	\$17,632	\$17,632
Sub-total			\$0	\$69,566	\$69,566

Harbor Homes, Inc. Vendor Code: 168574-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$167,663	\$167,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$221,761	\$221,761

HEADREST, Inc. Vendor Code: 175228-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,226	\$0	\$36,226
2022	102-500731	Contracts for Prog Svc	\$11,621	\$0	\$11,621
Sub-total			\$47,847	\$0	\$47,847

Hope on Haven Hill Vendor Code: 275119-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$24,044	\$24,044
2022	102-500731	Contracts for Prog Svc	\$0	\$8,014	\$8,014
Sub-total			\$0	\$32,058	\$32,058

North Country Health Consortium Vendor Code: 158557-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$96,495	\$0	\$96,495
2022	102-500731	Contracts for Prog Svc	\$30,455	\$0	\$30,455
Sub-total			\$126,950	\$0	\$126,950

Southeastern NH Alcohol and Drug Services Vendor Code: 155292-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$82,069	\$82,069
2022	102-500731	Contracts for Prog Svc	\$0	\$28,051	\$28,051
Sub-total			\$0	\$110,120	\$110,120

Attachment A  
Financial Details

West Central  
Services Vendor Code: 177854-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
Sub-total			\$3,205	\$0	\$3,205
Total Gov. Comm			\$408,500	\$810,719	\$1,219,219

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Bridge Street  
Recovery Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$339,710	\$339,710
2022	102-500731	Contracts for Prog Svc	\$0	\$113,237	\$113,237
Sub-total			\$0	\$452,947	\$452,947

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$6,115	\$6,115
2022	102-500731	Contracts for Prog Svc	\$0	\$2,038	\$2,038
Sub-total			\$0	\$8,153	\$8,153

Dismas Home of NH Vendor Code:290061-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$36,009	\$0	\$36,009
2022	102-500731	Contracts for Prog Svc	\$12,399	\$0	\$12,399
Sub-total			\$48,408	\$0	\$48,408

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$219,453	\$219,453
2022	102-500731	Contracts for Prog Svc	\$0	\$118,900	\$118,900
Sub-total			\$0	\$338,353	\$338,353

FIT/NHMH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$325,442	\$0	\$325,442
2022	102-500731	Contracts for Prog Svc	\$114,652	\$0	\$114,652
Sub-total			\$440,094	\$0	\$440,094

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$110,066	\$110,066
2022	102-500731	Contracts for Prog Svc	\$0	\$37,368	\$37,368
Sub-total			\$0	\$147,434	\$147,434



Attachment A  
Financial Details

Harbor Homes, Inc. Vendor Code: 186574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$469,989	\$469,989

HEADREST, Inc Vendor Code: 175228-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$78,774	\$0	\$78,774
2022	102-500731	Contracts for Prog Svc	\$24,629	\$0	\$24,629
Sub-total			\$101,403	\$0	\$101,403

Hope on Haven Hill Vendor Code: 275119-B001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$50,956	\$50,956
2022	102-500731	Contracts for Prog Svc	\$0	\$16,986	\$16,986
Sub-total			\$0	\$67,942	\$67,942

North Country Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
Sub-total			\$269,050	\$0	\$269,050

Attachment A  
Financial Details

Alcohol and Drug  
Services

Vendor Code 155292-8001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$173,931	\$173,931
2022	102-500731	Contracts for Prog Svc	\$0	\$59,449	\$59,449
<b>Sub-total</b>			<b>\$0</b>	<b>\$233,380</b>	<b>\$233,380</b>

West Central  
Services

Vendor Code: 177854-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,699
<b>Sub-total</b>			<b>\$6,795</b>	<b>\$0</b>	<b>\$6,795</b>
<b>Total Clinical Svs</b>			<b>\$85,750</b>	<b>\$1,718,198</b>	<b>\$2,583,948</b>

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Bridge Street  
Recovery

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$457,000	\$457,000
2022	102-500731	Contracts for Prog Svc	\$0	\$228,000	\$228,000
<b>Sub-total</b>			<b>\$0</b>	<b>\$685,000</b>	<b>\$685,000</b>

Community Council  
of Nashua-Gr  
Nashua Comm  
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
<b>Sub-total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Dismas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$43,790	\$0	\$43,790
2022	102-500731	Contracts for Prog Svc	\$15,600	\$0	\$15,600
<b>Sub-total</b>			<b>\$59,390</b>	<b>\$0</b>	<b>\$59,390</b>

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Cur/Farnum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$1,132,229	\$1,132,229
2022	102-500731	Contracts for Prog Svc	\$0	\$405,600	\$405,600
<b>Sub-total</b>			<b>\$0</b>	<b>\$1,537,829</b>	<b>\$1,537,829</b>

Attachment A  
Financial Details

FIT/NNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$308,261	\$0	\$308,261
2022	102-500731	Contracts for Prog Svc	\$73,666	\$0	\$73,666
Sub-total			\$381,927	\$0	\$381,927

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Harbor Homes, Inc. Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$743,334	\$743,334
2022	102-500731	Contracts for Prog Svc	\$0	\$266,300	\$266,300
Sub-total			\$0	\$1,009,634	\$1,009,634

HEADREST, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$113,562	\$0	\$113,562
2022	102-500731	Contracts for Prog Svc	\$40,600	\$0	\$40,600
Sub-total			\$154,162	\$0	\$154,162

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$168,415	\$168,415
2022	102-500731	Contracts for Prog Svc	\$0	\$60,300	\$60,300
Sub-total			\$0	\$228,715	\$228,715

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$639,109	\$0	\$639,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
Sub-total			\$868,109	\$0	\$868,109

Attachment A  
Financial Details

Southeastern NH  
Alcohol and Drug  
Services Vendor Code: 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$555,383	\$555,383
2022	102-500731	Contracts for Prog Svc	\$0	\$199,000	\$199,000
Sub-total			\$0	\$754,383	\$754,383

West Central  
Services Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			<del>\$1,493,588</del>	<del>\$4,215,561</del>	<del>\$5,679,149</del>
Grand Total All			<del>\$2,737,838</del>	<del>\$6,744,478</del>	<del>\$9,482,316</del>

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**Attachment A  
Financial Details**

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-12)

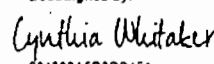
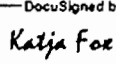
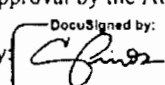
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, NH		1.4 Contractor Address 100 W. Pearl St. Nashua, NH 03060	
1.5 Contractor Phone Number (603) 943-8331	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$12,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/27/2020		1.12 Name and Title of Contractor Signatory Cynthia Whitaker President and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 11/28/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/30/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 11/27/2020



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**CONTRACT IDENTIFICATION DETAILS**

**1. Account Numbers for Form P-37, General Provisions**

1.1. Box 1.6, Account Number, to include:

- 1.6. 05-95-92-920510-33820000-102-500734
- 05-95-92-920510-33840000-102-500734
- 05-95-92-920510-70400000-102-500734

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   
Date 11/27/2020



**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials AW  
Date 11/27/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and 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  
Substance Use Disorder Treatment and Recovery Support Services  
**EXHIBIT A**



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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT B**



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.
- 1.4. Clinical Services
  - 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
  - 1.4.2. The Contractor shall ensure all clinical services:
    - 1.4.2.1. Focus on the client's strengths;
    - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
    - 1.4.2.3. Are client and family centered;
    - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
  - 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
    - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
    - 1.4.3.2. Requirements for successfully completing the program;

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT B**



- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
  - 1.4.4.1. The provision of information;
  - 1.4.4.2. Risk assessment;
  - 1.4.4.3. Intervention and risk reduction education, and
  - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
  - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
  - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
  - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
    - 1.5.3.1. Methadone.
    - 1.5.3.2. Buprenorphine products, including:
      - 1.5.3.2.1. Single-entity buprenorphine products;
      - 1.5.3.2.2. Buprenorphine/naloxone tablets;
      - 1.5.3.2.3. Buprenorphine/naloxone films; and
      - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
    - 1.5.3.3. Long-acting injectable buprenorphine products.
    - 1.5.3.4. Buprenorphine implants.
    - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.
- 1.6. Transition Plan
  - 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
  - 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
    - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
    - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
    - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.
- 1.7. Resiliency and Recovery Oriented Systems of Care
  - 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
    - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
    - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

**1.8. Substance Use Disorder Treatment Services**

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall:
- 1.8.4.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider as clinically appropriate.
  - 1.8.4.2. Coordinate care and meet all requirements for the service provided.
  - 1.8.4.3. Deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
  - 1.8.4.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.3 above.

**1.9. Enrolling Individuals for Services**

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall

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- document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.9.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:
    - 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
    - 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
    - 1.9.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and
    - 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record.
  - 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
  - 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
  - 1.9.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
    - 1.9.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
    - 1.9.5.2. During treatment only when determined by a Licensed Counselor.

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1.9.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:

1.9.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or

1.9.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:

1.9.6.2.1. A service with a lower Intensity ASAM Level of Care;

1.9.6.2.2. A service with the next available higher intensity ASAM Level of Care;

1.9.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

1.9.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.

1.9.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:

1.9.7.1. Pregnant women and individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

1.9.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or

1.9.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:

1.9.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and

1.9.7.1.2.2. Providing interim services until the appropriate level of care becomes

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available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):

- 1.9.7.1.2.2.1. 60-minute individual or group outpatient session per week;
  - 1.9.7.1.2.2.2. Recovery support services, as needed by the individual; and
  - 1.9.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.9.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 1.9.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 1.9.7.4. Individuals with substance use and co-occurring mental health disorders.
  - 1.9.7.5. Individuals with Opioid Use Disorders.
  - 1.9.7.6. Veterans with substance use disorders.
  - 1.9.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
  - 1.9.7.8. Individuals who require priority admission at the request of the Department.
- 1.9.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
  - 1.9.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
  - 1.9.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
    - 1.9.10.1. The Division for Children, Youth and Families (DCYF).
    - 1.9.10.2. Probation and parole programs.
    - 1.9.10.3. Doorways.

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- 1.9.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.9.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.13. The Contractor shall not deny services to an adolescent due to:
  - 1.9.13.1. The parent's inability and/or unwillingness to pay the fee; or
  - 1.9.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.9.14. The Contractor shall provide services to eligible individuals who:
  - 1.9.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
  - 1.9.14.2. Have co-occurring mental health disorders; and/or
  - 1.9.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.9.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.9.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
  - 1.9.16.1. Kitchens.
  - 1.9.16.2. Group rooms.
  - 1.9.16.3. Recreation rooms and/or areas.

**1.10. Denial of Services**

- 1.10.1. The Contractor shall ensure individuals who are denied services:
  - 1.10.1.1. Are informed of the reason for denial; and
  - 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.

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- 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
  - 1.10.2.1. Previously left treatment against the advice of staff;
  - 1.10.2.2. Relapsed from an earlier treatment;
  - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
  - 1.10.2.4. Has been diagnosed with a mental health disorder.

1.11. Waitlists

- 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
- 1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

1.12. Assistance with Enrolling in Insurance Programs

- 1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:
  - 1.12.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
  - 1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

1.13. Service Delivery Activities and Requirements

- 1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:
  - 1.13.1.1. All policies and procedures are reviewed and revised, as necessary.
  - 1.13.1.2. All staff providing services receive training on policies and procedures currently in place.
  - 1.13.1.3. Maintenance of specific policies that include, but are not limited to:

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- 1.13.1.3.1. Client rights, grievance and appeals policies and procedures.
- 1.13.1.3.2. Progressive discipline, leading to administrative discharge.
- 1.13.1.3.3. Reporting and appealing staff grievances.
- 1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.
- 1.13.1.3.5. Policies on client and employee smoking.
- 1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.
- 1.13.1.3.7. Policies and procedures for holding a client's possessions.
- 1.13.1.3.8. Secure storage of staff medications.
- 1.13.1.3.9. A client medication policy.
- 1.13.1.3.10. Urine specimen collection, as applicable, that:
  - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
  - 1.13.1.3.10.2. Minimize falsification.
- 1.13.1.3.11. Safety and emergency procedures on:
  - 1.13.1.3.11.1. Medical emergencies;
  - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 1.13.1.3.11.3. Reporting employee injuries;
  - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 1.13.1.3.11.5. Emergency closings; and
  - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.

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- 1.13.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
  - 1.13.2.1. During initial contact.
  - 1.13.2.2. During screening.
  - 1.13.2.3. At intake.
  - 1.13.2.4. During admission.
  - 1.13.2.5. During on-going treatment services.
  - 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
  - 1.13.3.1. During initial contact.
  - 1.13.3.2. During screening.
  - 1.13.3.3. At intake.
  - 1.13.3.4. During admission.
  - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM

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Level of Care that can be provided through contract services;

- 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
- 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
  - 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
    - 1.13.5.1.1. Specific with clearly defined action steps;
    - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
    - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
    - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
    - 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.
  - 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
  - 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
    - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
    - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the

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- individuals functioning relative to ASAM domains and treatment goals and objectives;
- 1.13.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
- 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
  - 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
  - 1.13.6.2. Ensure providers include, but are not limited to:
    - 1.13.6.2.1. A primary care provider, as appropriate.
    - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
    - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
    - 1.13.6.2.4. Peer recovery support provider, as appropriate.
  - 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
    - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
    - 1.13.6.3.2. Meet with individuals to describe available services; and
    - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.

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- 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
  - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
  - 1.13.6.5.2. Probation and/or parole programs, as applicable
  - 1.13.6.5.3. The Doorways, as applicable.
- 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
  - 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
  - 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
    - 1.13.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
    - 1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
    - 1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately

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treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

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1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.13.9. The Contractor shall deliver services in this Contract in accordance with:

1.13.9.1. The ASAM Criteria (2013).

1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.14. Individual and Group Education**

1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:

1.14.1.1. Hepatitis C Virus (HCV).

1.14.1.2. Human Immunodeficiency Virus (HIV).

1.14.1.3. Sexually Transmitted Diseases (STD).

1.14.1.4. Tobacco Treatment Tools that include:

1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;

1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the

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certified tobacco cessation counselors available through the QuitLine.

1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

**1.15. Medication Services**

1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.

1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:

- 1.15.2.1. The client's name;
- 1.15.2.2. The medication name and strength;
- 1.15.2.3. The prescribed dose;
- 1.15.2.4. The route of administration;
- 1.15.2.5. The frequency of administration; and
- 1.15.2.6. The date ordered.

1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.

1.15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:

- 1.15.4.1. All medications are kept in a storage area that is:
  - 1.15.4.1.1. Locked and accessible only to authorized personnel;
  - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
  - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
  - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.

1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within

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- the locked medication storage area and accessible only to authorized personnel; and
- 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
  - 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
  - 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
    - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
    - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
    - 1.15.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
  - 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
    - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
    - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
    - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
  - 1.15.8. The Contractor shall document in an individual client medication log:
    - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
    - 1.15.8.2. The date and the time the medication was taken;
    - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
    - 1.15.8.4. The reason for any medication refused or omitted.
  - 1.15.9. The Contractor shall ensure upon a client's discharge that:
    - 1.15.9.1. The medication log is included in the client's record, and

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Contractor Initials <sup>DS</sup>  
*[Signature]*  
Date 11/27/2020

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1.15.9.2. The client is provided with remaining medication to take with him or her.

**1.16. Tobacco Free Environment**

1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:

1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.

1.16.1.2. Apply to employees, individuals and employee or individual visitors.

1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business.

1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.

1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.

1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.

1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.16.3. The Contractor shall ensure the tobacco free environment policy is:

1.16.3.1. Posted in the Contractor's facilities.

1.16.3.2. Posted in all Contractor vehicles.

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- 1.16.3.3. Included in employee, individual, and visitor orientations.
- 1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.
- 1.17. Staffing
  - 1.17.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
  - 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
    - 1.17.2.1. Job title;
    - 1.17.2.2. Physical requirements of the position;
    - 1.17.2.3. Education and experience requirements of the position;
    - 1.17.2.4. Duties of the position;
    - 1.17.2.5. Positions supervised; and
    - 1.17.2.6. Title of immediate supervisor.
  - 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
    - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
    - 1.17.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
    - 1.17.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
      - 1.17.3.3.1. Felony convictions in this or any other state;
      - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
      - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other



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state for assault, fraud, abuse, neglect or exploitation or any person.

- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
  - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 1.17.4.2. Do not exceed the criminal background standards established above;
  - 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
  - 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
    - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
    - 1.17.4.4.3. Confidentiality requirements;
    - 1.17.4.4.4. Grievance procedures for both clients and staff;
    - 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
    - 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
    - 1.17.4.4.7. The Contractor's infection prevention program;
    - 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
  - 1.17.4.5. Sign and date documentation that certifies orientation is completed; and

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- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
    - 1.17.5.1.1. The name of the examinee.
    - 1.17.5.1.2. The date of the examination.
    - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
    - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
    - 1.17.5.1.5. The dated signature of the licensed health practitioner.
  - 1.17.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 1.17.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.17.7.1. A completed application for employment or a resume, including:
    - 1.17.7.1.1. Identification data; and

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- 1.17.7.1.2. The education and work experience of the employee.
- 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
  - 1.17.7.2.1. Position title;
  - 1.17.7.2.2. Qualifications and experience; and
  - 1.17.7.2.3. Duties required by the position.
- 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
- 1.17.7.4. A signed and dated record of orientation.
- 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
- 1.17.7.6. Records of screening for communicable diseases results required above.
- 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.17.7.8. Documentation of annual in-service education.
- 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/
- 1.17.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.17.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and

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- 1.17.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
  - 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
    - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
    - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
    - 1.17.8.1.3. Licensed mental health provider.
  - 1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
    - 1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
    - 1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
    - 1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are

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under the direct supervision of a licensed supervisor.

1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.17.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:

1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:

1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.

1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.

1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.

1.17.14. The Contractor shall ensure supervision includes the following techniques:

1.17.14.1. Review of case records;

1.17.14.2. Observation of interactions with clients;

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- 1.17.14.3. Skill development; and
- 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
  - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
  - 1.17.17.2. The 12 Core Functions;
  - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.

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- 1.17.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.17.22.1. A Department-approved ethics course;
  - 1.17.22.2. A Department-approved course on the 12 Core Functions;
  - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
  - 1.17.25.1. The contract requirements.
  - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.17.26.1. Hepatitis C (HCV);
  - 1.17.26.2. Human immunodeficiency virus (HIV);
  - 1.17.26.3. Tuberculosis (TB); and
  - 1.17.26.4. Sexually transmitted diseases (STDs).

**1.18. Facilities License**

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- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

**1.19. Inspections**

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
  - 1.19.1.1. A reception area separate from living and treatment areas;
  - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
  - 1.19.1.3. Secure storage of active and closed confidential client records; and
  - 1.19.1.4. Separate and secure storage of toxic substances.
- 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
  - 1.19.2.1. The facility premises;
  - 1.19.2.2. All programs and services provided under the contract; and
  - 1.19.2.3. Any records required by the contract.
- 1.19.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

**1.20. Web Information Technology System (WITS)**

- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.



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- 1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
  - 1.20.3.1. Is not entered into the WITS system;
  - 1.20.3.2. Does not receive services described this contract; and
  - 1.20.3.3. Is assisted with finding alternative payers for the required services.
- 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

**1.21. Quality Improvement**

- 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
  - 1.21.1.1. Participating in electronic and in-person individual record reviews.
  - 1.21.1.2. Participating in site visits.
  - 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
  - 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

**1.22. Client Discharge and Transfer**

- 1.22.1. The Contractor may discharge a client from a program due to:
  - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;

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- 1.22.1.2. The client terminates from the program due to:
  - 1.22.1.2.1. Administrative discharge;
  - 1.22.1.2.2. Non-compliance with the program; or
  - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff.
- 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
- 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
  - 1.22.2.1. The dates of admission and discharge or transfer.
  - 1.22.2.2. The client's psychosocial substance abuse history and legal history.
  - 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
  - 1.22.2.4. The reason for discharge or transfer.
  - 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
  - 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
  - 1.22.2.7. A continuing care plan, including all ASAM domains.
  - 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
  - 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:

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- 1.22.4.1. The discharge summary;
- 1.22.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
- 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
  - 1.22.4.3.1. TB test results;
  - 1.22.4.3.2. A record of the client's treatment history; and
  - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
  - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
  - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 1.22.6.2. The client is non-compliant with prescription medications;
  - 1.22.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
  - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

**1.23. Client Rights**

**1.23.1. Notice of Client Rights**

- 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:

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- 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
  - 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
  - 1.23.1.1.3. Notification of rights are documented in the client record.
  - 1.23.1.1.4. Posting the notices continuously and conspicuously;
  - 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.
- 1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

**1.24. Administrative Remedies**

- 1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:
- 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
  - 1.24.1.2. Imposing a directed POC upon a Contractor;
  - 1.24.1.3. Suspension of a contract; or
  - 1.24.1.4. Revocation of a contract.
- 1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
- 1.24.2.1. Identifies each deficiency;
  - 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 1.24.3. A POC shall be developed and enforced in the following manner:
- 1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
    - 1.24.3.1.1. How the Contractor intends to correct each deficiency;

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- 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
- 1.24.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC.
- 1.24.3.2. The Department shall review and accept each POC that:
  - 1.24.3.2.1. Achieves compliance with contract requirements;
  - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected.
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC.
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.24.4.1. Reviewing materials submitted by the Contractor;
  - 1.24.4.2. Conducting a follow-up inspection; or
  - 1.24.4.3. Reviewing compliance during the next scheduled inspection;
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC

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- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 1.24.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.24.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10<sup>th</sup> day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
  - 3.2.1. 100% of all individuals at admission;
  - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
  - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
  - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
  - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.

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3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

- 3.4.1.1. Abuse.
- 3.4.1.2. Neglect.
- 3.4.1.3. Exploitation.
- 3.4.1.4. Rights violation.
- 3.4.1.5. Missing person.
- 3.4.1.6. Medical emergency.
- 3.4.1.7. Restraint.
- 3.4.1.8. Medical error.

3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.

3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.

3.7. The Contractor shall report all sentinel events to the Department:

3.7.1. When the sentinel even involves any individual receiving services under this contract;

3.7.2. Immediately by verbal notification upon discovering the event, which includes:

- 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
- 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
- 3.7.2.3. Location, date, and time of the event;
- 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
- 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
- 3.7.2.6. The identification of any media that had reported the event; and

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- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

**4. Performance Measures**

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

- 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
  - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
  - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
  - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
  - 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
  - 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
  - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
  - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
  - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

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- 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement; "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.

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5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all

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invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organizational level, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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- 7.1.2.2. Formula: Total current assets divided by total current liabilities.
- 7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 7.1.3. Debt Service Coverage Ratio:
  - 7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
  - 7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
  - 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
  - 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
  - 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
  - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
  - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
  - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
  - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
  - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

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
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- 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
  - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
  - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
  - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
  - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
  - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
  - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

**8. Contract Compliance Audits**

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Contractor Initials   
Date 11/27/2020

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- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
  - 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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**Payment Terms**

1. Sources of Funding
  - 1.1. This Agreement is funded by:
    - 1.1.1. 44.842%, Federal Funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # T1083041;
    - 1.1.2. 23.100%, General Funds; and
    - 1.1.3. 32.058%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
  - 1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Non Reimbursement for Services
  - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Services, such as but not limited to:
    - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
    - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
    - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.
  - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
  - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

The Community Council of Nashua, NH

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3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.

3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:

3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services

5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.

5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not

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- delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
  - 5.4. The Contractor shall determine and charge for services provided, as follows:
    - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.2. Second: Charge the client according to Section 7, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
  - 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 7, Sliding Fee Scale, in accordance with the client's applicable income level.
  - 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
  - 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
  - 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
  - 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
  - 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee

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Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.

**6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)**

6.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:

6.1.1. Medication

6.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 8.1.2 below.

6.1.1.2. The Contractor shall be reimbursed for MAT with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.1.1.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to seven (7) days per week, using the code for Methadone in an OTP as H0020, and the code for buprenorphine in an OTP as H0033.

6.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.

6.1.1.3. The Contractor shall maintain documentation of the following:

6.1.1.3.1. WITS Client ID Number;

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- 6.1.1.3.2. Period for which prescription is intended;
- 6.1.1.3.3. Name and dosage of the medication;
- 6.1.1.3.4. Associated Medicaid code;
- 6.1.1.3.5. Charge for the medication;
- 6.1.1.3.6. Client cost share for the service; and
- 6.1.1.3.7. Amount being billed to the Department for the service.

**6.1.2. Physician Time**

6.1.2.1. The Contractor agrees that Physician Time is the time spent by a physician or other medical professional to provide MAT Services, including but not limited to:

- 6.1.2.1.1. Assessing the client's appropriateness for a medication.
- 6.1.2.1.2. Prescribing and/or administering a medication.
- 6.1.2.1.3. Monitoring the client's response to a medication.

6.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.

6.1.2.3. The Contractor shall maintain documentation of the following:

- 6.1.2.3.1. WITS Client ID Number;
- 6.1.2.3.2. Date of service;
- 6.1.2.3.3. Description of service;
- 6.1.2.3.4. Associated Medicaid code;
- 6.1.2.3.5. Charge for the service;
- 6.1.2.3.6. Client cost share for the service; and
- 6.1.2.3.7. Amount being billed to the Department for the service.

**7. Sliding Fee Scale**

7.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

*CUW*

**New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services  
 EXHIBIT C**



7.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client.
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**8. Submitting Charges for Payment**

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 8.1.5. Submit separate batches for each billing month.

8.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

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CW

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



- 8.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 8.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:
- Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
- 8.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 8.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 8.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 8.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 8.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 8.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 8.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 8.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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CW

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



8.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**9. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**

9.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

9.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

9.2.1. Make cash payments to intended recipients of substance abuse services.

9.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

9.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

9.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

9.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

9.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
**EXHIBIT C**



relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

10. Audits

10.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

10.1.1. 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.

10.1.2. 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.

10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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CW

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



**Exhibit C-1**

**Service Fee Table**

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

**Table A**

	<b>Service</b>	<b>Maximum Allowable Charge</b>	<b>Unit</b>
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.6.	Integrated Medication Assisted Treatment - Medication	See Exhibit C, Section 6.1	See Exhibit C, Section 6.1



New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials       
Date 11/27/2020



New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

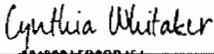
Place of Performance (street address, city, county, state, zip code) (list each location)


Check  if there are workplaces on file that are not identified here.

Vendor Name:

11/27/2020

Date

DocuSigned by:  
  
 Name: Cynthia whitaker  
 Title: President and CEO

Vendor Initials   
 Date 11/27/2020



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

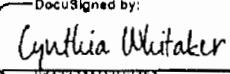
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/27/2020

Date

DocuSigned by:  
  
 Name: Cynthia Whitaker  
 Title: President and CEO

Vendor Initials   
 Date 11/27/2020



New Hampshire Department of Health and Human Services  
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/27/2020

Date

DocuSigned by:  
*Cynthia Whitaker*  
Name: Cynthia whitaker  
Title: President and CEO

Contractor Initials *CW*  
Date 11/27/2020



New Hampshire Department of Health and Human Services  
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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CW

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/27/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia whitaker

Title: President and CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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CW

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/27/2020

Date

DocuSigned by:  
*Cynthia Whitaker*  
Name: Cynthia whitaker  
Title: President and CEO





New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- 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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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
 The State by: Katja Fox  
 Signature of Authorized Representative  
 katja fox  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 11/28/2020  
 Date

Greater Nashua Mental Health  
 Name of the Contractor Cynthia Whitaker  
 Signature of Authorized Representative  
 Cynthia whitaker  
 Name of Authorized Representative  
 President and CEO  
 Title of Authorized Representative  
 11/27/2020  
 Date



New Hampshire Department of Health and Human Services  
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/27/2020

Date

DocuSigned by:

*Cynthia Whitaker*

Name: Cynthia Whitaker

Title: President and CEO

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*CW*

Contractor Initials

Date 11/27/2020



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Exhibit J

**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: <u>MariLou Patalinjug Tyner</u>	Amount: <u>270,000.12</u>
Name: <u>Cynthia Whitaker</u>	Amount: <u>160,500.00</u>
Name: <u>Bettejean Neveux</u>	Amount: <u>119,999.88</u>
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

## New Hampshire Department of Health and Human Services

### Exhibit K

## DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and West Central Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Language, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Scope of Services Section 1, Subsection 1.20., Paragraph 1.20.4 to read:
  - 1.20.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, which includes:
    - 1.20.4.1. Individuals receiving BDAS-funded SUD treatment services;
    - 1.20.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
    - 1.20.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
2. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.5 to read:
  - 1.20.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.6 to read:
  - 1.20.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
4. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title to read:

5.3. Credits, Copyright Ownership, and Licenses
5. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
  - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:
    - 5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1 - Sample End User License

SS-2021-BDAS-04-SUBST-13-A01

West Central Services, Inc.

Contractor Initials: RC

Agreement with the State of New Hampshire prior to such referencing or marketing.

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine

6. Modify Exhibit C, Payment Terms, Section 7, Submitting Charges for Payment, Subsection 7.5. to read:

7.5 The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

7. Add Exhibit L, Amendment #1 - Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/13/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Katja Fox*  
\_\_\_\_\_  
Name: Katja Fox  
Title: Director

West Central Services, Inc.

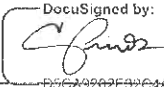
5/12/2021  
\_\_\_\_\_  
Date

DocuSigned by:  
*Roger Osimun*  
\_\_\_\_\_  
Name: Roger Osimun  
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/13/2021  
Date

DocuSigned by:  
  
D5CA3292E32C4AC  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

JUN 30 2021  
Date

  
Name: \_\_\_\_\_  
Title: **DEPUTY SECRETARY OF STATE**



**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

This End User License Agreement ("EULA") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

DS  
RD

5/12/2021

**Exhibit L, Amendment #1**

**SAMPLE End User License Agreement**

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
  
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

National Provider Identifier: \_\_\_\_\_

Date: \_\_\_\_\_



# State of New Hampshire

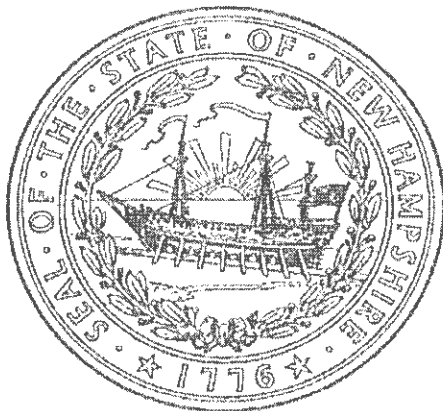
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **85174**

Certificate Number: **0005353154**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# State of New Hampshire

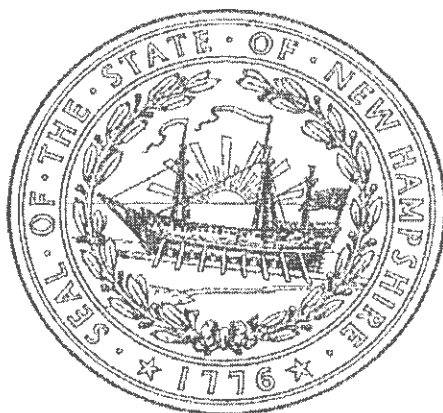
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. 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: 367817

Certificate Number: 0005353170



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



## CERTIFICATE OF AUTHORITY

I, Pete Bleyler, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc. d/b/a West Central Behavioral Health.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly adopted on May 26, 2020 by electronic vote at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Roger Osmun, President and Chief Executive Officer, and/or Robert Gonyo, Chief Financial Officer, are duly authorized on behalf of West Central Services, Inc., dba West Central Behavioral Health, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further are authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in their judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**Dated:** April 21, 2021

A handwritten signature in cursive script that reads "Pete Bleyler". The signature is written in black ink and is positioned above a horizontal line.

**Signature of Elected Officer Name:**  
**Pete Bleyler**  
**Title: Chairman, Board of Directors**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/03/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  CN102105463--gaup-20-21	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ <b>FAX</b> _____ (A/C, No, Ext): _____ (A/C, No): _____ E-MAIL ADDRESS: _____  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Capitol Specialty Insurance Corporation</td> <td style="text-align: center;">10328</td> </tr> <tr> <td>INSURER B : Capitol Indemnity Corp.</td> <td style="text-align: center;">10472</td> </tr> <tr> <td>INSURER C : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Capitol Specialty Insurance Corporation	10328	INSURER B : Capitol Indemnity Corp.	10472	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-010982297-03                      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td style="text-align: right;">\$</td></tr> <tr><td>OTH-ER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	PER STATUTE	\$	OTH-ER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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A	Healthcare Professional Liability - Claims Made			HS02726188-05	11/01/2020	11/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim:</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>Aggregate:</td><td style="text-align: right;">3,000,000</td></tr> </table>	Each Claim:	1,000,000	Aggregate:	3,000,000										
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Aggregate:	3,000,000																				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Evidence of Coverage Mental Health Services Contract

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---



Effective Date:  
May 15, 2018

### **Mission**

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

West Central Services, Inc.  
d/b/a West Central Behavioral Health

FINANCIAL STATEMENTS

June 30, 2020

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
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June 30, 2020

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
West Central Services, Inc.  
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2020 and 2019, and the related statement of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



To the Board of Directors  
West Central Services, Inc.  
d/b/a West Central Behavioral Health  
Page 2

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15-18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittell, Bravagan + Sargent*

St. Albans, Vermont  
September 21, 2020



## West Central Services, Inc. d/b/a West Central Behavioral Health

## STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2020</u>	<u>2019</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,027,550	\$ 393,604
Investments	545,830	504,270
Restricted cash	66,847	98,074
Accounts receivable - trade, net	370,605	348,486
Accounts receivable - other	543,872	262,035
Due from affiliates	54,097	19,276
Prepaid expenses	98,748	80,064
<b>TOTAL CURRENT ASSETS</b>	<u>3,707,549</u>	<u>1,705,809</u>
<b>PROPERTY &amp; EQUIPMENT, NET</b>	<u>641,691</u>	<u>601,659</u>
<b>OTHER ASSETS</b>		
Investment in Behavioral Information Systems	109,149	105,219
Deposits	31,880	31,880
<b>TOTAL OTHER ASSETS</b>	<u>141,029</u>	<u>137,099</u>
<b>TOTAL ASSETS</b>	<u>\$ 4,490,269</u>	<u>\$ 2,444,567</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Line of credit	\$ -	\$ 328,462
Accounts payable	172,393	88,493
Accrued payroll and related expenses	180,682	89,506
Deferred revenue	135,067	121,817
Deposits and other current liabilities	23,486	34,063
Current portion of long-term debt payable	493,060	29,003
<b>TOTAL CURRENT LIABILITIES</b>	<u>1,004,688</u>	<u>691,344</u>
<b>LONG-TERM DEBT, less current portion</b>	<u>1,324,355</u>	<u>548,312</u>
<b>TOTAL LIABILITIES</b>	<u>2,329,043</u>	<u>1,239,656</u>
<b>NET ASSETS</b>		
Net Assets without donor restrictions	<u>2,161,226</u>	<u>1,204,911</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 4,490,269</u>	<u>\$ 2,444,567</u>

See Accompanying Notes to Financial Statements.

## West Central Services, Inc. d/b/a West Central Behavioral Health

## STATEMENTS OF OPERATIONS

For the Years Ended June 30,

	2020 Net Assets without Donor Restrictions	2019
<b>PUBLIC SUPPORT AND REVENUES</b>		
Public support -		
State of New Hampshire -- BBH	\$ 377,128	\$ 321,876
Other public support	930,575	325,928
Grants	497,339	483,227
Total public support	<u>1,805,042</u>	<u>1,131,031</u>
Revenues -		
Program service fees	8,089,318	7,762,189
Contracted services	560,264	596,044
Rental income	160,027	152,606
Other revenues	299,771	47,364
Total Revenues	<u>9,109,380</u>	<u>8,558,203</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	 <u>10,914,422</u>	 <u>9,689,234</u>
<b>EXPENSES</b>		
Adult Maintenance	3,275,345	3,272,214
Adult Vocational	135,990	174,085
Children	2,737,771	2,837,525
ACT Team	862,755	648,120
Emergency Services	512,677	528,632
Housing services	1,283,406	1,227,417
General adult	399,182	482,044
Bridges	190,157	-
Other program services	604,445	502,258
 TOTAL EXPENSES	 <u>10,001,728</u>	 <u>9,672,295</u>
 CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	 <u>912,694</u>	 <u>16,939</u>
<b>OTHER INCOME</b>		
Investment Income	43,621	41,973
 TOTAL INCREASE IN NET ASSETS	 956,315	 58,912
 NET ASSETS, BEGINNING OF YEAR	 <u>1,204,911</u>	 <u>1,145,999</u>
 NET ASSETS, END OF YEAR	 <u>\$ 2,161,226</u>	 <u>\$ 1,204,911</u>

See Accompanying Notes to Financial Statements.

## West Central Services, Inc. d/b/a West Central Behavioral Health

## STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 956,315	\$ 58,912
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	77,647	85,997
Unrealized (gain) loss on investment in partnership	(3,930)	(3,879)
(Increase) decrease in the following assets:		
Accounts receivable - trade	(22,119)	2,885
Accounts receivable - other	(281,837)	(58,315)
Due from affiliates	(34,821)	(17,863)
Prepaid expenses	(18,684)	29,780
Restricted cash	31,227	27,670
Security deposits	-	(4,463)
Increase (decrease) in the following liabilities:		
Accounts payable	83,900	32,306
Accrued payroll and related expenses	91,176	63,705
Deferred revenue	13,250	17,979
Deposits and other current liabilities	<u>(10,577)</u>	<u>25,142</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>881,547</u>	<u>259,856</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(117,679)	(64,523)
Investment activity, net	<u>(41,560)</u>	<u>(40,722)</u>
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>	<u>(159,239)</u>	<u>(105,245)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds on line of credit	497,400	8,834,298
Repayment on line of credit	(825,862)	(8,935,329)
Proceeds from issuance of debt - PPP Loan	1,273,700	-
Repayment of notes payable	<u>(33,600)</u>	<u>(98,737)</u>
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<u>911,638</u>	<u>(199,768)</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	1,633,946	(45,157)
<b>CASH AT BEGINNING OF YEAR</b>	<u>393,604</u>	<u>438,761</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 2,027,550</u>	<u>\$ 393,604</u>
<b>SUPPLEMENTAL DISCLOSURE</b>		
Cash paid during the year for interest	<u>\$ 955</u>	<u>\$ 17,799</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore, no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

The financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2020, the Center increased its estimated percentage in the allowance for doubtful accounts to 32% from 28% of the total patient receivables. The allowance for doubtful accounts increased to \$170,459 as of June 30, 2020 from \$134,356 as of June 30, 2019.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2020 totaled \$8,089,318, of which \$7,883,541 was revenue from third-party payers and \$205,777 was revenue from self-pay clients.

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2020 and 2019 was \$20,078 and \$21,209, respectively.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 87% and 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2020 and 2019, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 15 regarding the MOE being waived for the year ended June 30, 2020.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2020 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 2,027,550
Accounts Receivable (net)	914,477
Investments	<u>545,830</u>
Financial assets available within one year for general expenditures	<u>\$ 3,487,857</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 3 LIQUIDITY (continued)

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures.

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	\$ 246,387	\$ 255,122
Medicare	83,923	81,453
Third party insurance companies	156,675	80,205
Clients	<u>54,079</u>	<u>66,062</u>
	541,064	482,842
Allowance for doubtful accounts	<u>(170,459)</u>	<u>(134,356)</u>
	<u>\$ 370,605</u>	<u>\$ 348,486</u>

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 157,645	\$ 93,274
Rents	-	461
Bureau of Behavioral Health	127,471	26,073
MCO Directed Payments	237,437	-
State of NH - LTCSP	12,990	-
IDN Grant	6,000	71,607
Other	<u>2,329</u>	<u>70,620</u>
	<u>\$ 543,872</u>	<u>\$ 262,035</u>



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2020</u>	<u>2019</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	872,507	833,557
Furniture, fixtures and equipment	615,929	612,905
Vehicles	21,375	21,375
Project in Progress	<u>83,205</u>	<u>7,500</u>
	1,613,711	1,496,032
Accumulated Depreciation	<u>(972,020)</u>	<u>(894,373)</u>
 NET BOOK VALUE	 <u>\$ 641,691</u>	 <u>\$ 601,659</u>

Depreciation expense for the years ended June 30, 2020 and 2019 was \$77,647 and \$85,997, respectively.

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2020</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 366,479</u>	<u>\$ 179,351</u>	<u>\$ 545,830</u>
 <u>2019</u>	 <u>Cost</u>	 <u>Unrealized Gain (Loss)</u>	 <u>Market Value</u>
Equity Funds	<u>\$ 353,727</u>	<u>\$ 150,543</u>	<u>\$ 504,270</u>

Investment income consisted of the following at June 30,:

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 12,952	\$ 11,709
Realized gains	1,861	-
Unrealized gains	<u>28,808</u>	<u>30,264</u>
	<u>\$ 43,621</u>	<u>\$ 41,973</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 6 INVESTMENTS (continued)

	<u>2020</u>	<u>2019</u>
Investments in Behavioral Information Systems, LLC	<u>\$ 109,149</u>	<u>\$ 105,219</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2020 and 2019 was \$3,930 and \$3,879, respectively.

NOTE 7 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Operational Funding	\$ 43,391	\$ 79,000
In-Shape	2,466	15,759
COVID Relief	59,000	-
Bridge Program	11,000	-
Newport Tiger Program	10,000	-
CEO Search	-	19,558
Facility Upgrades	2,661	7,500
Other Grants	<u>6,549</u>	<u>-</u>
	<u>\$ 135,067</u>	<u>\$ 121,817</u>

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Note payable, Mascoma Bank dated May 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of \$71,323 beginning December 2020 due May 2022.	\$ 1,273,700	\$ -
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020	-	29,003
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	<u>543,715</u>	<u>548,312</u>
	1,817,415	577,315
Less: Current Portion	<u>(493,060)</u>	<u>(29,003)</u>
	<u>\$ 1,324,355</u>	<u>\$ 548,312</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 9 LONG-TERM DEBT (continued)

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

Year Ending June 30,	Amount
2021	\$ 493,060
2022	780,640
2023	-
2024	-
2025	-
Thereafter	543,715
	\$ 1,817,415

Interest expense was \$955 and \$17,799 for the years ended June 30, 2020 and 2019, respectively.

NOTE 10 LINE OF CREDIT

As of June 30, 2020 and 2019, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2020 and 2019, the outstanding balance was \$-0- and \$328,462 respectively. The effective interest rate at June 30, 2020 and 2019 was 3.5% and 4.25%, respectively. The line of credit expires in April, 2021.

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2020 and 2019, the Center paid BIS \$33,000 and \$58,124, respectively, for services rendered. At June 30, 2020 and 2019, the Center owed BIS \$-0- and \$4,559, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2020 and 2019, BIS owed the Center \$54,097 and \$19,276, respectively, for advances that had not been repaid.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2020 and 2019 the Center paid \$164,165 and \$165,003, respectively.



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. The Center reinstated a match which was effective in January, 2020 and all eligible employees receive a 50% match for their first 4% of contributions. Additionally, in 2020 the Center made a one-time contribution of 1% to all employees that were making contributions as of March 31, 2020. During the years ended June 30, 2020 and 2019, the total employer contributions into this retirement plan were of \$64,198 and \$0.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2020</u>	<u>2019</u>
Due from clients	10 %	14 %
Insurance companies	29	17
Medicaid	45	53
Medicare	<u>16</u>	<u>16</u>
	<u>100 %</u>	<u>100 %</u>

NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2020 for each of the next five years and in the aggregate are:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 650,547
2022	375,526
2023	81,799
2024	81,581
2025	<u>13,597</u>
	<u>\$1,203,050</u>

Total rent expense for the years ended June 30, 2020 and 2019, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$710,325 and \$643,010, respectively.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2020

NOTE 15 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 21, 2020, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2020, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc. d/b/a West Central Behavioral Health  
 ANALYSIS OF CLIENT SERVICE FEES  
 For the Year Ended June 30, 2020

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
CLIENT FEES	\$ 66,062	\$ 1,029,192	\$ (823,415)	\$ (217,760)	\$ 54,079
OTHER INSURANCE	80,205	805,047	(327,681)	(400,896)	156,675
MEDICAID	255,122	8,206,418	(1,195,535)	(7,019,618)	246,387
MEDICARE	<u>81,453</u>	<u>1,046,228</u>	<u>(650,938)</u>	<u>(392,820)</u>	<u>83,923</u>
TOTALS	<u>\$ 482,842</u>	<u>\$ 11,086,885</u>	<u>\$ (2,997,569)</u>	<u>\$ (8,031,094)</u>	<u>\$ 541,064</u>



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
**ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES**  
For the Year Ended June 30, 2020

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) from BBH End of Year
Contract Year, June 30, 2020	<u>\$ 26,073</u>	<u>\$ 377,128</u>	<u>\$ (275,730)</u>	<u>\$ 127,471</u>

<u>Analysis of Receipts Date of Receipt Deposit Date</u>	<u>Amount</u>
10/02/19	\$ 7,323
10/02/19	18,750
10/18/19	14,646
10/18/19	37,500
11/15/19	7,323
11/15/19	18,750
12/26/19	7,323
12/26/19	18,750
01/21/20	7,323
01/21/20	18,750
02/26/20	7,323
02/26/20	18,750
03/19/20	10,000
05/18/20	14,646
05/18/20	42,500
05/29/20	7,323
05/29/20	<u>18,750</u>
	<u>\$ 275,730</u>

West Central Services, Inc. d/b/a West Central Behavioral Health  
 STATEMENT OF FUNCTIONAL REVENUES  
 For the Year Ended June 30, 2020, with  
 Comparative Totals for 2019

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Program Services Fees													
Net Client Fees	\$ 205,777	\$ -	\$ 205,777	\$ 76,155	\$ 3,044	\$ 49,492	\$ 24,490	\$ 745	\$ 4,074	\$ 31,682	\$ -	\$ 16,095	\$ 268,383
Medicaid	7,010,883	-	7,010,883	2,152,147	87,870	2,984,094	461,544	103,050	1,081,637	38,665	-	101,876	6,826,542
Medicare	395,290	-	395,290	275,568	-	80	27,792	16,881	3,939	48,831	-	22,199	259,338
Other Insurance	477,368	-	477,368	188,930	-	147,861	4,439	10,125	232	92,825	-	32,956	407,926
Public Support - Other													
Local/County Gov't.	58,903	-	58,903	19,608	662	23,166	3,774	952	7,936	1,544	-	1,261	79,367
Donations/Contributions	855,962	-	855,962	272,853	9,300	328,557	52,726	13,237	111,385	44,152	-	23,752	222,066
Grants	497,339	-	497,339	158,602	5,371	190,928	30,636	7,709	64,654	25,663	-	13,776	483,227
Other Public Support	15,710	-	15,710	-	-	15,710	-	-	-	-	-	-	24,495
BBH													
Community Mental Health	377,128	-	377,128	12,650	1,000	14,250	245,350	97,878	2,500	1,500	-	2,000	321,876
Other BBH	560,264	-	560,264	48,321	-	15,627	29,870	167,111	-	16,786	-	282,549	596,044
Rental Incomes	160,027	-	160,027	4,871	-	-	-	-	155,156	-	-	-	152,606
Other Revenues	299,771	-	299,771	16,533	464	16,268	4,435	31,262	36,370	1,805	188,528	4,106	47,364
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$10,914,422</b>	<b>\$ -</b>	<b>\$ 10,914,422</b>	<b>\$ 3,226,238</b>	<b>\$ 107,711</b>	<b>\$ 3,786,033</b>	<b>\$ 885,056</b>	<b>\$ 448,950</b>	<b>\$ 1,467,883</b>	<b>\$ 303,453</b>	<b>\$ 188,528</b>	<b>\$ 500,570</b>	<b>\$ 9,689,234</b>

West Central Services, Inc. d/b/a West Central Behavioral Health  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2020, with  
Comparative Totals for 2019

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Personnel Costs:													
Salary & Wages	\$ 6,371,683	\$ 496,295	\$ 5,875,388	\$ 1,913,710	\$ 81,632	\$ 1,661,881	\$ 576,585	\$ 356,344	\$ 636,236	\$ 208,862	\$ 37,498	\$ 402,640	\$ 6,202,511
Employee Benefits	778,426	36,832	741,594	286,363	14,968	225,915	45,502	32,697	62,424	33,199	4,399	36,127	703,224
Payroll Taxes	432,124	33,652	398,472	130,678	5,887	115,774	23,064	24,920	44,084	22,097	2,365	29,603	438,769
Professional Fees:													
Professional Fees	260,973	30,385	230,588	135,577	1,418	47,240	11,342	4,253	15,872	5,671	745	8,470	282,222
Staff Devel. & Training:													
Staff Development	28,186	17,801	10,385	3,079	5	10	1,983	331	-	147	700	4,130	29,508
Occupancy Costs:													
Rent	809,865	19,500	790,365	221,840	7,036	194,493	54,081	19,776	124,794	31,177	102,145	35,023	672,012
Other Utilities	84,778	-	84,778	15,246	650	17,384	3,997	1,903	43,762	1,436	400	-	91,395
Maintenance and Repairs	59,072	335	58,737	5,016	256	8,240	1,315	738	42,352	280	145	395	97,735
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	246,297	-	246,297	83,451	925	83,206	18,808	2,698	34,090	18,405	549	4,165	182,692
Consumable Supplies:													
Office/Building/Household	50,046	10,907	39,139	11,233	462	8,417	3,104	1,408	11,923	1,056	877	659	61,914
Food	40,068	2,565	37,503	1,922	43	3,360	509	59	31,461	45	19	85	41,352
Equipment Rental	23,346	7,302	16,044	5,920	245	5,167	1,511	695	922	614	130	840	21,591
Equipment Maintenance	11,395	11,260	135	-	-	135	-	-	-	-	-	-	10,676
Depreciation	77,647	4,458	73,189	18,762	651	12,915	2,592	1,299	29,064	1,296	-	6,610	85,997
Advertising	20,078	-	20,078	6,358	182	7,742	1,453	545	1,998	727	-	1,073	21,209
Membership Dues	50,717	-	50,717	19,276	445	17,139	3,579	1,359	4,891	1,805	-	2,223	-
Telephone/Communications	71,551	11,560	59,991	13,083	770	16,930	5,294	10,226	8,271	1,681	303	3,433	65,078
Postage/Shipping	9,245	6,354	2,891	1,120	50	894	298	149	185	91	104	-	8,986
Transportation:													
Staff/Clients	101,336	5,697	95,639	32,371	185	25,115	22,605	4,490	3,589	1,582	2,687	3,015	118,539
Insurance:													
General/Liability	141,462	-	141,462	46,649	1,607	42,611	10,765	4,431	22,314	5,298	529	7,258	147,523
Interest Expense	955	-	955	334	10	315	76	29	105	38	-	48	17,799
Other Expenditures	296,478	55,309	241,169	92,401	2,157	76,138	17,017	9,035	30,410	8,373	66	5,572	335,563
<b>TOTAL EXPENSES</b>	<b>10,001,728</b>	<b>750,212</b>	<b>9,251,516</b>	<b>3,044,389</b>	<b>119,584</b>	<b>2,571,021</b>	<b>805,480</b>	<b>477,385</b>	<b>1,184,747</b>	<b>343,880</b>	<b>153,661</b>	<b>551,369</b>	<b>9,672,295</b>
Administrative Allocation	-	(750,212)	750,212	230,956	16,406	166,750	57,275	35,292	98,659	55,302	36,496	53,076	-
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 10,001,728</b>	<b>\$ -</b>	<b>\$ 10,001,728</b>	<b>\$ 3,275,345</b>	<b>\$ 135,990</b>	<b>\$ 2,737,771</b>	<b>\$ 862,755</b>	<b>\$ 512,677</b>	<b>\$ 1,283,406</b>	<b>\$ 399,182</b>	<b>\$ 190,157</b>	<b>\$ 604,445</b>	<b>\$ 9,672,295</b>



**Board of Directors  
4-21-21**

Peter Bleyler - Chair

Douglas Williamson – Vice Chair – Chair Development and Community Relations Committee

Anne Page – Secretary/Treasurer – Chair Finance Committee

Sarah (Sally) Rutter – Chair – Quality Improvement Committee

Sheila Shulman – Chair Governance Committee

Brooke Adler

Aimee Claiborne

Lisa Cohen

Kaitlyn Covell

Kenneth Dolkart MD

Kenneth Goodrow

Robert Hansen

Brian Lombardo MD

William C. Torrey MD

Roger Osmun PHD – Ex Officio

Diane Roston MD – Ex Officio

**Roger W. Osmun, Ph.D.**  
*Licensed Psychologist*

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**Education**

Ph.D., Clinical Psychology  
Temple University

M.A., Clinical Psychology  
Temple University

B.A., Psychology, High Honors  
Magna Cum Laude and Phi Beta Kappa  
University of Rochester

**Licensure**

Pennsylvania Licensure (Psychologist),	June 1996	Lic. #: PS-008322-L
Delaware Licensure (Psychologist)	January 1999	Lic. #: B1-0000522

Listed in the National Register of Health Service Psychologists, Registrant #4431

**National Provider Identification (NPI):** 1750346136 (Roger W. Osmun, Ph.D.)  
1295206290 (Pinnacle Psychological Services, LLC)

**Clinical and Administrative Experience**

2019- **President and CEO**, West Central Behavioral Health, Lebanon, NH

Private, non-profit behavioral health organization [501(c)3]  
Approximately 145 employees; approximately 2,600 clients served annually.  
7 locations (6 offices and 1 residential program) in the Upper Valley and  
Greater Sullivan County  
Annual Revenue: \$10M FY20  
Direct Reports: 7 (including Vice President of Operations, Vice President of  
Clinical Services, Chief Financial Officer, Medical Director and HR Director)



Activities: Functioned as the administrative lead of a 7-person Executive Leadership Team. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization. Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse) for adult and children/adolescents, Assertive Community Treatment (ACT), targeted case management, peer support services, mobile crisis intervention, Employee Assistance Programs (EAP), mental health court, mental health first aid, supported living/housing and adult community residential rehabilitation.

2018-2019 **Psychologist and Founder**, Pinnacle Psychological Services, LLC Paoli, PA

Private psychology practice focusing on child/adolescents and adult psychotherapy; psychological and neuropsychological assessment; clinical consultation and supervision; and continuing education training and presentations

2016-2018 **Chief Operating Officer**, Holcomb Behavioral Health Systems, Exton PA

Private, non-profit behavioral health organization [501(c)3]  
Joint Commission Accredited since 2000

Approximately 720 employees; approximately 21,000 clients served annually.  
30 Locations (14 offices and 16 residential programs) in PA, DE, MD and NJ  
Annual Revenue: \$31M FY17; \$32M FY18

Funding: 40% Medicaid, 30% State/County, 15% Commercial, 10% Self-Pay, 5% Medicare

Report to: Chief Executive Officer of parent organization and directly to the board  
Direct Reports: 8 (including Senior Director of Operations, Chief Compliance Officer, Clinical Director and Regional Directors including two affiliate organizations)

Activities: Functioned as the administrative lead of a 14-person Quality Management Committee. Responsible for developing and adhering to a \$31M+ annual budget. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization, previously serving in the role as Chief Clinical Officer (see below). Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse), child/adolescent Behavioral Health Rehabilitative Services (BHRS), family based services, blended case management, early intervention, psychiatric rehabilitation (clubhouse and mobile psych rehab), mobile crisis intervention and crisis residential, truancy intervention, Student Assistance Programs (SAP), forensic assessments, mental health first aid, supported living and adult community residential rehabilitation.

Achievements in FY18:

- Increased Medicaid revenue on existing service lines by \$500K (1.2%)
- Improved administrative and clinical efficiency resulting in reduced expenses by \$1.2M (3.9%)
- Expanded into two new service line contracts totaling \$475K

- Successfully transitioned from an outdated electronic health record to a new system able to manage all agency services, including mobile services not previously part of the agency EHR
- Transitioned three service lines to be responsive to value-based payment through implementing metric-based monitoring of service outcomes
- Established an emerging leadership development program for middle management and other high potential employees

1996-2016 **Chief Clinical Officer**, Holcomb Behavioral Health Systems, Exton, PA

Activities: Served as clinical lead on a 700+ person behavioral organization, overseeing all clinical services and staff. Oversaw the development and implementation of all agency clinical policies and procedures; additionally involved in the development of many administrative policies. Administratively monitored the best practice compliance and empirical outcomes of services for diverse clinical and psychosocial services provide by approximately 650 direct care staff across all locations. Monitored new clinical program development, including proposal writing and contract development.

Achievements FY97-FY16:

- Achieved a 62% success rate of contract attainment through competitive bidding process supporting agency growth from \$2M to \$30M. Largest contract attained was \$2.2M.
- Obtained and maintained Joint Commission accreditation since 2000 through establishment of comprehensive polices/procedures and effective performance improvement systems.
- Established in 2005 and expanded to a nationally recognized doctoral psychology internship program to a cohort of eight interns. Obtained APA accreditation in 2016.
- Established agency as a Pennsylvania pre-approved provider of continuing education for psychologists and social workers/professional counselors through standardize curriculum and use of reputable presenters.
- Established processes to obtain Co-Occurring Disorder competency status.
- Established recovery-oriented, trauma-informed and culturally competent practices through the agency, including a comprehensive best practices matrix for child and family treatments.

1993-1996 **Primary Therapist**, Devereux Foundation-Brandywine Center, Glenmoore PA

Residential treatment center for behaviorally and emotionally disturbed adolescent males, frequently with a co-occurring diagnosis of substance abuse/dependency.

Activities: Maintained an average caseload of 10 clients, conducting all individual, group, and family therapy. Supervised implementation of milieu services. Served as primary liaison between multidisciplinary treatment team and



mental health agencies and families. Conducted admission psychological evaluations and psychosocial assessments. Participated on the Utilization Review Committee, Sexual Abuse Task Force, Joint Commission Site Visit Committee and Treatment Plan/Review CQI committees. Conducted regular Monitoring and Evaluation of center's clinical reports for Continuous Quality Improvement. Conducted inservices with residential and clinical staff on various topics. Supervision of assessment practicum students from local universities. Organized local conference on treatment of adolescent sexual offenders and abuse reactive children.

1996 **Consultant**, Children and Family Support Services, Inc., Pottstown PA

Activities: Conducted psychological assessments for determination of continued need of clinical BHRS services and treatment plan development. Provided supervision to master's level therapists providing Mobile Therapy and Behavioral Specialist Consultation.

1992-93 **Clinical Psychology Internship**, Temple University Hospital, Philadelphia PA

Activities: APA accredited internship. Participated in 3 major clinical rotations: inpatient (6 months), outpatient (3 months), and physical medicine and rehabilitation (3 months). Worked in context of a multidisciplinary treatment team during all rotations. During the internship year, maintained a minimal outpatient caseload of 45 client hours per month. Conducted psychological and neuropsychological evaluations on inpatient, outpatient and medical patients. Worked in the Psychiatric Emergency Service, assisting on-call residents in evaluation and case disposition. Followed several cardiac transplant patients from evaluation stage through candidacy and eventual transplantation. Conducted neuropsychological evaluation both pre- and post-transplant. Provided supportive therapy throughout transplant process. Served in supervisory role of 3rd year medical students during their psychiatry clerkship in conjunction with an attending psychiatrist. Provided lectures to medical students on psychological evaluation techniques. Supervised graduate practicum students during testing practicum placements at the hospital.

### Research Experience

1994 **Dissertation**: "An Examination of the Relationship Between Adult Ego Identity Status and Psychopathology"

1991 **Masters Thesis**: "Ego-Identity Status: Influences on Psychotherapy Seeking"

1988-89 **Research Assistant**, Temple University



Activities: Assessed cognitive reasoning abilities of psychiatrically impaired adolescents at Institute of the Pennsylvania Hospital (now Kirkbride Center)

1987-88      **Honors Thesis Research:** "Loneliness, Social Skills, and Self-Perceptions", Univ. of Rochester. Received High Honors

### Teaching Experience

1999-      **Adjunct Faculty**, Immaculata University

Activities: Taught an average of 4 graduate-level psychology courses per year in the university's masters and doctoral program; served on dissertation committees; oversaw doctoral students' independent projects.

*Primary courses:* Treatment of Children and Adolescents; Professional Issues and Ethics; Cognitive-Behavioral Theory and Therapy; Existential-Humanistic Theory and Therapy; Human Sexuality and Dysfunction, Clinical Supervision and Consultation; Group Dynamics; Family Counseling.

2003-      **Clinical Assistant Professor**, Philadelphia College of Osteopathic Medicine

1999-2003      **Presenter**, CASSP Institute    Harrisburg, PA

Activities: Provide state-sponsored trainings regarding child/adolescent services to behavioral health professionals, teachers and families throughout southeastern Pennsylvania. Topics have included issues such as clinical supervision, discharge planning, writing effective treatment plan, writing skills for managed care and various clinical diagnostic categories.

1991-92      **Instructor**, Theories of Personality; Psychopathology, Temple University

1990-92      **Psychological Assessment Course Supervisory Assistant**, Clinical Psychology Program, Temple University.

1986              **Teaching Assistant**, Introductory Psychology, University of Rochester

### Publications

Zuckerman, M., Fischer, S.A., Osmun, R.W., Winkler, B.A., & Wolfson, L.R. (1987). Anchoring in lie detection revisited. Journal of Nonverbal Behavior, 11(1), 4-12.

Zuckerman, M., Colwell, E.L., Darche, P.R., Fischer, S.A., Osmun, R.W., Spring, D.D., Winkler, B.A., & Wolfson, L.R. (1988). Attributions as inferences and explanations: Effects on discounting. Journal of Personality and Social Psychology, 54(6), 1006-1019.

## CURRICULUM VITAE

### **Diane M. Roston, M.D.**

#### **Education:**

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

#### **Postdoctoral Training:**

	Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990
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#### **Licensure and Certification:**

	Diplomate, National Board of Medical Examiners	1987
	Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
	New Hampshire Medical Licensure - #7851	1988 -- present
	Vermont Medical Licensure -#8369	1991 - present

#### **Academic Appointments:**

	Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
	Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
	Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
	Adjunct Assistant Professor of Women's Studies	1991 - 1992

Dartmouth College, Hanover, NH

**Hospital Appointments:**

Alice Peck Day Memorial Hospital, Lebanon, NH                      2016 - present; 1996-2004  
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH 2016    present

Nashua Brookside Hospital, Nashua, NH                                      1988-1990

**Experience:**

2007-present              Medical Director, West Central Behavioral Health  
Lebanon, NH

- Supervision of medical and nursing staff
- Chair, Quality Improvement committee
- Coordination of on-site research pilot studies
- Ex-officio member, Board of Directors
- Member, executive staff

1995-present              Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH

- Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder
- Supervised 3<sup>rd</sup> year psychiatry residents for one year rotation
- Provide clinical guidance to interdisciplinary care teams

1990-present              Private Practice, general psychiatry, White River Junction, VT

1993-1995                  Staff Psychiatrist, Counseling Center of Lebanon  
West Central Behavioral Health, Lebanon, NH

1990-1991                  Research Associate with George Vaillant, M.D.  
Institute for the Study of Adult Development  
Dartmouth Medical School, Hanover, NH

1982                          Editor, Motherhood and Childbirth Project  
Women's Studies Research Center  
University of Wisconsin, Madison, WI

1978-1981                  Patient Educator and counselor  
Wisconsin Clinical Cancer Center  
University of Wisconsin Hospitals & Clinics  
Madison, WI

**Major Committee Assignments and Consultations:****National and Regional**

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

**Institutions:**

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

**Memberships in Professional Societies:**

American Association of Community Psychiatrists  
 American Medical Women's Association  
 American Psychiatric Association  
 Association for Women in Psychiatry  
 National Alliance for the Mentally Ill  
 New Hampshire Medical Society  
 New Hampshire Psychiatric Association  
 Vermont Psychiatric Association

**Teaching Activities:**

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NH	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum, Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator, Dartmouth Medical School fourth year course, Department of Family and Community Medicine	1995
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

Dartmouth-Hitchcock Medical Center, Lebanon, NH  
The Psychology of Women in Health and in Sickness 1991  
Undergraduate seminar professor  
Dartmouth College, Hanover, NH

**Other Professional Activities:**

Private Practice Supervision Group 1993 - present  
Co-organized Women and Psychiatry module 1989 - 1997  
in psychiatry residency curriculum, DHMC, Lebanon, NH  
Cofounder, regional conference, women & psychiatry 1993 - 1994  
Women's Health Faculty Study Group 1990 - 1996  
Co-leader, psychodynamic psychotherapy group practicum 1991 - 1993

**Invited Presentations:**

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.  
"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.  
"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.  
"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.  
"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.  
"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.  
"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.  
"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.  
"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.  
"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.  
"Psychiatric Aspects of Pregnancy and the Puerperium." Psychiatry residency seminar, DHMC, April 1993.  
"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.  
"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.  
"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH. incorporated into semiannual training program, 1991-present.

**Publications:**

Roston, D. An extraordinary team. *Community Psychiatrist*. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

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Roston, D. A Season for Family: One Physician's Choice. *Psychiatric Times*. Oct. 1993.  
Roston, D. On Studying Anatomy. *Academic Medicine*. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.

Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.

Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. Info and Referral Systems. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

Contact information:

Diane Roston, M.D.  
Medical Director  
West Central Behavioral Health  
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Lebanon, NH 03766  
603-448-0126  
[droston@webh.org](mailto:droston@webh.org)



## CURRICULUM VITAE

### NANCY NOWELL

#### EDUCATION

Predoctoral Internship in Clinical Psychology  
Albany Psychology Internship Consortium  
Albany, New York  
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology  
Northern Illinois University (NIU)  
APA-accredited program

M.A. (1988): Clinical Psychology  
Northern Illinois University (NIU)

B.A. (1985): Psychology  
The University of Kansas

#### CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.



- July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.
- July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.
- July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.
- July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.
- January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.
- September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.
- Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-lead eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

### **TEACHING EXPERIENCE**

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.  
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

## **RESEARCH EXPERIENCE**

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCann, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

## **PROFESSIONAL AFFILIATIONS**

American Psychological Association

## **Cynthia A. Twombly, MA, MBA, LCMHC**

### **Professional Experience**

#### **West Central Behavioral Health, Lebanon, NH**

**2/2009 - Present**

##### **Vice President Operations**

Member of the Executive leadership team responsible for strategic planning, fiscal management, policy setting, and employee relations for a community behavioral health system servicing New Hampshire's Sullivan and Lower Grafton Counties. Work in conjunction with CEO and other members of the Executive Team assessing overall organizational performance against annual budget and business goals. Work collaboratively to develop agency's long-range strategies and solutions to complex issues that arise making sure to optimize resources and minimize risk.

Provide leadership for professional staff in management roles including Quality Improvement, Information Technology, Facilities Management, Administrative Support, Patient Registration, Medical Records, Safety and Child Impact for the agency's six outpatient locations, a senior 16 bed residential facility (Arbor View) and administration facilities.

- Direct oversight of system wide compliance with state, federal, and managed care regulatory requirements and standards.
- Direct the process of continuous process improvement to increase work flow efficiencies and eliminate redundancies for front office, clinical documentation requirements and quality improvement.
- Assess, monitor and impact the agency's managed care quality measures reporting requirements and pay for performance initiatives.
- Oversee and responsible for the application process and reporting requirements for Center of Medicaid and Medicare Services' Merit-Based Incentive Payment System (MIPS), Physician Quality Reporting System (PQRS), the Meaningful Use Incentive, State of NH DHHS and Integrated Delivery Network (IDN) quality reporting measures.
- Assessed and directed the agency's operational needs and implementation of new IT/Software systems: 2 electronic medical records, operations reports system and E-Prescribing.
- Participate as a member of the Internal Quality Improvement Committee developing and implementing agency policy and monitoring procedures.
- Participate as a member of external committees and stakeholders:
  - Integrated Delivery Network (IDN-1) Integrated Care Implementation Committees (4)
  - Greater Sullivan County Public Health Network strategizing and implementing public health improvements.
  - NH Citizen's Health Initiative Behavioral Health Integration Learning Collaborative
  - Upper Valley & Greater Sullivan County Emergency Preparedness Assessment and Strategy Development Committees
- Provide leadership and guidance implementing the agency's goals as a member of the New England Practice Transformation Network initiative that is charged to improve quality care and impact health care reform by CMS.
- Contribute to the Board of Directors Development Committee as a member supporting fundraising and advocacy for
- Provided leadership to the agency's signature 2 day fundraiser including oversight of Steering Committee and 50+ event volunteers.
- Collaboratively developed the agency's annual \$10 million budget with previous Chief Financial Officer's including working with Clinical Program Directors on budget planning and forecasting.
- Directed the relocation process impacting four Sullivan County outpatient facilities including lease negotiation, facility fit-up/design, and sale of real estate.

#### **Center for Life Management, Derry, NH**

**10/2007 - 1/2009**

##### **Director, Integrated Care**

- Developed an Integrated Service Delivery Model including operations, financial projections, policies, and marketing strategy targeted to Primary Care and Specialty Physician practices for growth and development of services into locations within the Rockingham County region.
- Developed new programs and services in collaboration with Parkland Medical Center's Executive Team. Developed and maintained physician relationships to increase referral base and improve quality of care for patients.
- Improved community awareness and brand through a collaborative effort with marketing consultant including development and production of a regional community television program and a testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development
- Contributed to of the Board of Directors Development Committee as member supporting fundraising and advocacy for CLM.

**Affiliated with Nashua Medical Group, Harvard Pilgrim Health Plan, Nashua, NH**

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Coached/trained individuals and groups in skills for career development, work relationship dynamics, problem solving, goal setting, personality preference/typing, stress management and wellness.
- Contracted EAP consultant/counselor services to local businesses and corporations.
- Provided corporate and business training in leadership, team development/dynamics, effective communication, conflict resolution, and stress and change management.

**Southern NH Health Systems, Nashua, NH**

**10/1998 - 8/2001**

**Director**

- Contributed to the strategic planning, development and implementation of an integrative prevention health center including staffing of providers and administration, fit-up, design, operations, forecasting and budgetary responsibilities.
- Participated in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media role-out.
- Recruitment and hiring of physicians, support staff and allied health professionals.

**Center for Life Management, Salem, NH**

**5/1997 - 2000**

**Fee for Service Clinician**

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.

**Southern NH Health Systems, Nashua, NH**

**5/1993 - 10/1998**

**Cardio-Pulmonary Rehab, Clinical**

- Developed and managed chronic disease and prevention programs within the Cardio-Pulmonary and Community Health Department.
- Provided physical conditioning, reconditioning, risk factor reduction and education through exercise prescription, supervised exercise and educational programs.
- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.
- Participated as a member for the development and management of hospital wide wellness programs and pain management committees.

**Nashua Downtown Development, Nashua, NH**

**9/1987 - 2/1993**

**Business/Community Development Director**

- Reported directly and accountable to Board of Directors.
- Budgetary responsibility and fiscal management
- Recruited/solicited businesses to relocate/expand to the Downtown region of Nashua, NH.
- Responsible for all media communications including television, radio and newspapers.
- Wrote and published a quarterly newsletter.
- Advocated/collaborated with city and state government, arts, business, property owners and corporate leaders to support the mission of the organization.
- Developed and oversaw large scale community events for the region.

**Additional Previous Experience:**

**Wellness Consultants of New England - Owner**

- Provided corporate wellness, fitness and health education program services.

**Matthew Thornton Health Plan**

- Wellness Educator for the health plan's corporate employers provided cholesterol and glucose screening, fitness assessments, wellness education for the health plan's corporate employers in New England.

**Sanders Associates, Nashua, NH**

- Cost Accountant in a manufacturing defense corporation

## **Education**

Masters in Business Administration - Rivier College, 2001  
Masters of Arts, Department of Education, Counseling - Rivier College, 1997  
Bachelors of Arts, Department of Psychology, Psychology - Rivier College, 1993  
Associates Degree, Department of Business, Accounting - Hesser College, 1987

## **Professional Clinical License/Certifications**

Licensed Clinical Mental Health Counselor - State of NH #336, 1999 - Present  
Exercise Specialist Certification - Springfield College, 1985

## **Clinical Mental Health Counselor Internship**

Center for Life Management, Salem, NH - 9/1996 - 5/1997

## **Adjunct Faculty Academic Posts**

Granite State College, Psychology Department, Lebanon, NH, 1/2011 - 12/2011

Courses facilitated: Human Development  
Abnormal Psychology

Rivier College, Graduate Business Department, Nashua, NH, 1/2002 - 6/2007

Courses facilitated: MBA Program: Health Care Administration  
Marketing  
Strategic Marketing Management

New Hampshire Community College, Psychology and Human Services Departments,  
Nashua, NH, 8/2001 - 6/2007

Courses facilitated: Human Relations in the Organization  
Human Development  
Introduction to Psychology  
Family Assessment and Dynamics

## **Community Leadership**

VHN of NH and VT - Board Trustee - 2016 - Present  
Chair - VNH of NH and VT Governance Committee - 2017 - Present  
VNII of NH and VT - CEO Search Committee Member - 2017 - 2018  
Upper Valley Leadership Governance Committee 2017- Present  
Upper Valley Leadership Institute - Class 2016  
Toastmasters International, Manchester, NH - 2005 - 2009  
South Pines Homeowners Association, Conway, NH - Treasurer - 2006 - Present  
City of Nashua, Mayor Donchess's Childcare Commission - Former  
YWCA, Nashua, NH - Board Member - Former



## **ROBERT GONYO**



### **EXPERIENCE**

***Accounting Manager***  
***Lake Sunapee Bank***  
***Newport, New Hampshire***

***2014 – Present***

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

***Revenue Manager***  
***Lutheran Social Services / Ascentria Care Alliance***  
***Concord, New Hampshire***

***2013 – 2014***

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statutes, Executive Orders, regulations and procedures.

***Fiscal Director***  
***Community Alliance of Human Services***  
***Newport, New Hampshire***

***2008 – 2013***

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

assisted with grant writing proposals.

- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

**Revenue Control Accountant**  
**NFI North**  
**Contoocook, New Hampshire**

**2003 – 2008**

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

**Controller**  
**Brattleboro Reformer / Town Crier**  
**Brattleboro, Vermont**

**2002 – 2003**

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

**Controller**  
**Merriam-Graves Corporation**  
**Charlestown, New Hampshire**

**1998 – 2002**

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.



- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

***Assistant Comptroller***

**1992 – 1998**

***Wakeman Industries, Inc. (Merriam-Graves Corporation)  
Charlestown, New Hampshire***

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

***Staff Accountant***

**1988 – 1992**

***Wakeman Industries, Inc. (Merriam-Graves Corporation)  
Charlestown, New Hampshire***

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

***Office Administrator***

**1984 – 1987**

***Suburban Realty, Inc.  
Manchester, New Hampshire***

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

**EDUCATION**

***Bachelor of Science degree in Accounting  
New Hampshire College  
Manchester, New Hampshire***

**PROFESSIONAL AFFILIATIONS**

***Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.  
Newport, New Hampshire***

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: West Central Services, Inc.

Name of Program/Service: Substance Use Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Roger Osmun, President & CEO	\$170,000	0.00%	\$0.00
Robert Gonyo, CFO	\$92,700	2.50%	\$2,317.50
Nancy Nowell, VP Clinical Services	\$97,850	2.50%	\$2,446.25
Cynthia Twombly, VP Operations	\$92,700	1.00%	\$927.00
Diane Roston, Medical Director	\$83,171	0.50%	\$415.86
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$6,106.61</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

NOV 18 '20 AM 10:06 RCVD

15 max



Lori A. Shilbnette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 16, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$2,737,838 for Substance Use Disorder Treatment and Recovery Support Services with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	\$130,640
HEADREST	175226-B001		\$303,412
Phoenix Houses of New England, Inc.	177589-B001		\$1,264,109
West Central Services	177654-B001		\$10,000
FIT/NHNH, Inc.	157730-B001		\$1,029,677
		<b>Total:</b>	<b>\$2,737,838</b>

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Council approval to prevent the current contracts from expiring. This request is **Sole Source** because the Department determined the Contractors have the capacity to continue providing substance use treatment and recovery support services to individuals and prevent a lapse in program services while the Department develops a new Request for Proposals.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

This request represents five (5) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department anticipates the other seven (7) requests to be presented at the next Governor and Executive Council meeting for approval.

The purpose of this request is to ensure the continuation of substance use disorder treatment and recovery support services for New Hampshire residents in need of services. The Contractors offer an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors ensure individuals with substance use disorder receive the appropriate levels of treatment and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

The Department will monitor contracted services through monthly, quarterly and annual reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor achieves initiation, engagement, and retention goals as detailed in the contract.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of services may not receive the treatment, tools and education that are required to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # TI083041; CFDA #93.788/FAIN #TI081685 and #TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver  
Deputy Commissioner

Attachment A  
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Dismas Home of NH Vendor Code: 290061-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$16,991	\$16,991
2022	102-500731	Contracts for Prog Svc	\$0	\$5,851	\$5,851
<b>Sub-total</b>			<b>\$0</b>	<b>\$22,842</b>	<b>\$22,842</b>

FIT/NHNN, Inc. Vendor Code: 157730-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$153,558	\$153,558
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
<b>Sub-total</b>			<b>\$0</b>	<b>\$207,656</b>	<b>\$207,656</b>

HEADREST Vendor Code: 175228-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$38,228	\$38,228
2022	102-500731	Contracts for Prog Svc	\$0	\$11,621	\$11,621
<b>Sub-total</b>			<b>\$0</b>	<b>\$47,847</b>	<b>\$47,847</b>

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$96,495	\$0	\$96,495
2022	102-500731	Contracts for Prog Svc	\$30,455	\$0	\$30,455
<b>Sub-total</b>			<b>\$126,950</b>	<b>\$0</b>	<b>\$126,950</b>

West Central Services Vendor Code: 177854-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,404	\$2,404
2022	102-500731	Contracts for Prog Svc	\$0	\$801	\$801
<b>Sub-total</b>			<b>\$0</b>	<b>\$3,205</b>	<b>\$3,205</b>
<b>Total Gov. Comm</b>			<b>\$126,950</b>	<b>\$281,650</b>	<b>\$408,600</b>

Attachment A  
Financial Details

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Dismas Home of NH Vendor Code: 290061-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$36,009	\$36,009
2022	102-500731	Contracts for Prog Svc	\$0	\$12,399	\$12,399
Sub-total			\$0	\$48,408	\$48,408

FIT/NHH, Inc. Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$325,442	\$325,442
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$440,094	\$440,094

HEADREST Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$78,774	\$78,774
2022	102-500731	Contracts for Prog Svc	\$0	\$24,629	\$24,629
Sub-total			\$0	\$103,403	\$103,403

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
Sub-total			\$269,050	\$0	\$269,050

West Central Services Vendor Code: 177654-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$5,096	\$5,096
2022	102-500731	Contracts for Prog Svc	\$0	\$1,699	\$1,699
Sub-total			\$0	\$6,795	\$6,795
Total Clinical Svcs			\$269,050	\$596,700	\$565,750

Attachment A  
Financial Details

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$43,790	\$43,790
2022	102-500731	Contracts for Prog Svc	\$0	\$15,600	\$15,600
Sub-total			\$0	\$59,390	\$59,390

FIT/NHNH, Inc. Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$308,261	\$308,261
2022	102-500731	Contracts for Prog Svc	\$0	\$73,666	\$73,666
Sub-total			\$0	\$381,927	\$381,927

HEADREST Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$113,562	\$113,562
2022	102-500731	Contracts for Prog Svc	\$0	\$40,600	\$40,600
Sub-total			\$0	\$154,162	\$154,162

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$639,109	\$0	\$639,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
Sub-total			\$868,109	\$0	\$868,109

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
<b>Total SOR Grant</b>			<b>\$868,109</b>	<b>\$695,479</b>	<b>\$1,463,588</b>
<b>Grand Total All</b>			<b>\$1,264,109</b>	<b>\$1,471,729</b>	<b>\$2,737,839</b>

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-13)

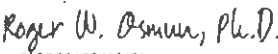


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### 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 West Central Services, Inc.		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$10,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 11/16/2020		1.12 Name and Title of Contractor Signatory Roger W. Osmon, Ph.D. President and CEO	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 11/16/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By:  On: 11/16/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials RWB  
Date 11/16/2020



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS  
RWA  
Date 11/16/2020



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT A**



---

**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council
- 3.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT B**



**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location; or
  - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
  - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
  - 1.3.2. Have income below 400% Federal Poverty Level; and
  - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
  - 1.3.4. Are determined positive for substance use disorder.

**1.4. Clinical Services**

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
  - 1.4.2.1. Focus on the client's strengths;
  - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
  - 1.4.2.3. Are client and family centered;
  - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
  - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
  - 1.4.3.2. Requirements for successfully completing the program;



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
**EXHIBIT B**



- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
  - 1.4.4.1. The provision of information;
  - 1.4.4.2. Risk assessment;
  - 1.4.4.3. Intervention and risk reduction education, and
  - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
  - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
  - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
  - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
    - 1.5.3.1. Methadone.
    - 1.5.3.2. Buprenorphine products, including:
      - 1.5.3.2.1. Single-entity buprenorphine products;
      - 1.5.3.2.2. Buprenorphine/naloxone tablets;
      - 1.5.3.2.3. Buprenorphine/naloxone films; and
      - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
    - 1.5.3.3. Long-acting injectable buprenorphine products.
    - 1.5.3.4. Buprenorphine implants.
    - 1.5.3.5. Injectable extended-release naltrexone.

**New Hampshire Department of Health and Human Services  
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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

**1.6. Transition Plan**

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
  - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
  - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
  - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

**1.7. Resiliency and Recovery Oriented Systems of Care**

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
  - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
  - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

**1.8. Substance Use Disorder Treatment Services**

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.



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1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

**1.9. Enrolling Individuals for Services**

1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.

1.9.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:

1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;

1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;

1.9.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and

1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record.

1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.

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- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
  - 1.9.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
  - 1.9.5.2. During treatment only when determined by a Licensed Counselor.
- 1.9.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
  - 1.9.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
  - 1.9.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
    - 1.9.6.2.1. A service with a lower Intensity ASAM Level of Care;
    - 1.9.6.2.2. A service with the next available higher intensity ASAM Level of Care;
    - 1.9.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
    - 1.9.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
  - 1.9.7.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the

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Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

- 1.9.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
- 1.9.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
  - 1.9.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
  - 1.9.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
    - 1.9.7.1.2.2.1. 60-minute individual or group outpatient session per week;
    - 1.9.7.1.2.2.2. Recovery support services, as needed by the individual; and
    - 1.9.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.9.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.9.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.7.5. Individuals with Opioid Use Disorders.
- 1.9.7.6. Veterans with substance use disorders.
- 1.9.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection systems.

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- 1.9.7.8. Individuals who require priority admission at the request of the Department.
- 1.9.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
  - 1.9.10.1. The Division for Children, Youth and Families (DCYF).
  - 1.9.10.2. Probation and parole programs.
  - 1.9.10.3. Doorways.
- 1.9.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.9.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.13. The Contractor shall not deny services to an adolescent due to:
  - 1.9.13.1. The parent's inability and/or unwillingness to pay the fee; or
  - 1.9.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.9.14. The Contractor shall provide services to eligible individuals who:
  - 1.9.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
  - 1.9.14.2. Have co-occurring mental health disorders; and/or
  - 1.9.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

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- 1.9.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.9.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
  - 1.9.16.1. Kitchens.
  - 1.9.16.2. Group rooms.
  - 1.9.16.3. Recreation rooms and/or areas.
- 1.10. Denial of Services
  - 1.10.1. The Contractor shall ensure individuals who are denied services:
    - 1.10.1.1. Are informed of the reason for denial; and
    - 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
  - 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
    - 1.10.2.1. Previously left treatment against the advice of staff;
    - 1.10.2.2. Relapsed from an earlier treatment;
    - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 1.10.2.4. Has been diagnosed with a mental health disorder.
- 1.11. Waitlists
  - 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
  - 1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.
- 1.12. Assistance with Enrolling in Insurance Programs
  - 1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

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- 1.12.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record.

1.13. Service Delivery Activities and Requirements

1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

- 1.13.1.1. All policies and procedures are reviewed and revised, as necessary.
- 1.13.1.2. All staff providing services receive training on policies and procedures currently in place.
- 1.13.1.3. Maintenance of specific policies that include, but are not limited to:
  - 1.13.1.3.1. Client rights, grievance and appeals policies and procedures.
  - 1.13.1.3.2. Progressive discipline, leading to administrative discharge.
  - 1.13.1.3.3. Reporting and appealing staff grievances.
  - 1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.
  - 1.13.1.3.5. Policies on client and employee smoking.
  - 1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.
  - 1.13.1.3.7. Policies and procedures for holding a client's possessions.
  - 1.13.1.3.8. Secure storage of staff medications.
  - 1.13.1.3.9. A client medication policy.
  - 1.13.1.3.10. Urine specimen collection, as applicable, that:
    - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and

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- 1.13.1.3.10.2. Minimize falsification.
- 1.13.1.3.11. Safety and emergency procedures on:
  - 1.13.1.3.11.1. Medical emergencies;
  - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 1.13.1.3.11.3. Reporting employee injuries;
  - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 1.13.1.3.11.5. Emergency closings; and
  - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.13.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
  - 1.13.2.1. During initial contact.
  - 1.13.2.2. During screening.
  - 1.13.2.3. At intake.
  - 1.13.2.4. During admission.
  - 1.13.2.5. During on-going treatment services.
  - 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:

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- 1.13.3.1. During initial contact.
- 1.13.3.2. During screening.
- 1.13.3.3. At intake.
- 1.13.3.4. During admission.
- 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
  - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
  - 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
  - 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
  - 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
    - 1.13.5.1.1. Specific with clearly defined action steps;
    - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
    - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
    - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and

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- 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
- 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
  - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
  - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
  - 1.13.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
  - 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
  - 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
  - 1.13.6.2. Ensure providers include, but are not limited to:
    - 1.13.6.2.1. A primary care provider, as appropriate.
    - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.

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- 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
- 1.13.6.2.4. Peer recovery support provider, as appropriate.
- 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
  - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
  - 1.13.6.3.2. Meet with individuals to describe available services; and
  - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.
- 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
  - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
  - 1.13.6.5.2. Probation and/or parole programs, as applicable
  - 1.13.6.5.3. The Doorways, as applicable.
- 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
  - 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
  - 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
    - 1.13.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the

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individual to continue working toward his or her treatment goals; or

1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or

1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement



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in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.13.9. The Contractor shall deliver services in this Contract in accordance with:

1.13.9.1. The ASAM Criteria (2013).

1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

**1.14. Individual and Group Education**

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- 1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:
  - 1.14.1.1. Hepatitis C Virus (HCV).
  - 1.14.1.2. Human Immunodeficiency Virus (HIV).
  - 1.14.1.3. Sexually Transmitted Diseases (STD).
  - 1.14.1.4. Tobacco Treatment Tools that include:
    - 1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
    - 1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.
- 1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

**1.15. Medication Services**

- 1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.
- 1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:
  - 1.15.2.1. The client's name;
  - 1.15.2.2. The medication name and strength;
  - 1.15.2.3. The prescribed dose;
  - 1.15.2.4. The route of administration;
  - 1.15.2.5. The frequency of administration; and
  - 1.15.2.6. The date ordered.
- 1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:

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- 1.15.4.1. All medications are kept in a storage area that is:
  - 1.15.4.1.1. Locked and accessible only to authorized personnel;
  - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
  - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
  - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.
- 1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
- 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
  - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
  - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
  - 1.15.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
  - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
  - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and



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- 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
  - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
  - 1.15.8.2. The date and the time the medication was taken;
  - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
  - 1.15.9.1. The medication log is included in the client's record; and
  - 1.15.9.2. The client is provided with remaining medication to take with him or her
- 1.16. Tobacco Free Environment
  - 1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
    - 1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
    - 1.16.1.2. Apply to employees, individuals and employee or individual visitors.
    - 1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
    - 1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
    - 1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
    - 1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
      - 1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
      - 1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches,

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must be extinguished and disposed of in appropriate containers.

1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.

1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.16.3. The Contractor shall ensure the tobacco free environment policy is:

1.16.3.1. Posted in the Contractor's facilities.

1.16.3.2. Posted in all Contractor vehicles.

1.16.3.3. Included in employee, individual, and visitor orientations.

1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

**1.17. Staffing**

1.17.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:

1.17.2.1. Job title;

1.17.2.2. Physical requirements of the position;

1.17.2.3. Education and experience requirements of the position;

1.17.2.4. Duties of the position;

1.17.2.5. Positions supervised; and

1.17.2.6. Title of immediate supervisor.

1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.



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- 1.17.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
- 1.17.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
  - 1.17.3.3.1. Felony convictions in this or any other state;
  - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
  - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
  - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 1.17.4.2. Do not exceed the criminal background standards established above;
  - 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
  - 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
    - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
    - 1.17.4.4.3. Confidentiality requirements;
    - 1.17.4.4.4. Grievance procedures for both clients and staff;
    - 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;

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- 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.17.4.4.7. The Contractor's infection prevention program;
- 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29.
- 1.17.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
  - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
    - 1.17.5.1.1. The name of the examinee.
    - 1.17.5.1.2. The date of the examination.
    - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
    - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
    - 1.17.5.1.5. The dated signature of the licensed health practitioner.
  - 1.17.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 1.17.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct

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contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.

- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
  - 1.17.7.1. A completed application for employment or a resume, including:
    - 1.17.7.1.1. Identification data; and
    - 1.17.7.1.2. The education and work experience of the employee.
  - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 1.17.7.2.1. Position title;
    - 1.17.7.2.2. Qualifications and experience; and
    - 1.17.7.2.3. Duties required by the position.
  - 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
  - 1.17.7.4. A signed and dated record of orientation.
  - 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
  - 1.17.7.6. Records of screening for communicable diseases results required above.
  - 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
  - 1.17.7.8. Documentation of annual in-service education.
  - 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/

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- 1.17.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
  - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
  - 1.17.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 1.17.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
  - 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
  - 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
    - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
    - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
    - 1.17.8.1.3. Licensed mental health provider.
  - 1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
    - 1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

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- 1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.17.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
  - 1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
    - 1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
    - 1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
  - 1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

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- 1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.17.14. The Contractor shall ensure supervision includes the following techniques:
  - 1.17.14.1. Review of case records;
  - 1.17.14.2. Observation of interactions with clients;
  - 1.17.14.3. Skill development; and
  - 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
  - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
  - 1.17.17.2. The 12 Core Functions;
  - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.



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- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
  - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
  - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
  - 1.17.22.1. A Department-approved ethics course;
  - 1.17.22.2. A Department-approved course on the 12 Core Functions;
  - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
  - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the

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individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:

- 1.17.25.1. The contract requirements.
- 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
  - 1.17.26.1. Hepatitis C (HCV);
  - 1.17.26.2. Human immunodeficiency virus (HIV);
  - 1.17.26.3. Tuberculosis (TB); and
  - 1.17.26.4. Sexually transmitted diseases (STDs).

**1.18. Facilities License**

- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

**1.19. Inspections**

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
  - 1.19.1.1. A reception area separate from living and treatment areas;
  - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
  - 1.19.1.3. Secure storage of active and closed confidential client records; and
  - 1.19.1.4. Separate and secure storage of toxic substances.
- 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
  - 1.19.2.1. The facility premises;
  - 1.19.2.2. All programs and services provided under the contract; and
  - 1.19.2.3. Any records required by the contract.



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- 1.19.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

**1.20. Web Information Technology System (WITS)**

- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
- 1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
  - 1.20.3.1. Is not entered into the WITS system; and
  - 1.20.3.2. Does not receive services described this contract.
  - 1.20.3.3. Is assisted with finding alternative payers for the required services.
- 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

**1.21. Quality Improvement**

- 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
  - 1.21.1.1. Participating in electronic and in-person individual record reviews.
  - 1.21.1.2. Participating in site visits.
  - 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
  - 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and

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- 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
  - 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
  - 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.22. Client Discharge and Transfer
  - 1.22.1. The Contractor may discharge a client from a program due to:
    - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
    - 1.22.1.2. The client terminates from the program due to:
      - 1.22.1.2.1. Administrative discharge;
      - 1.22.1.2.2. Non-compliance with the program;
      - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
    - 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
  - 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
    - 1.22.2.1. The dates of admission and discharge or transfer.
    - 1.22.2.2. The client's psychosocial substance abuse history and legal history.
    - 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
    - 1.22.2.4. The reason for discharge or transfer.
    - 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

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- 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.22.2.7. A continuing care plan, including all ASAM domains.
- 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
  - 1.22.4.1. The discharge summary;
  - 1.22.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
    - 1.22.4.3.1. TB test results;
    - 1.22.4.3.2. A record of the client's treatment history; and
    - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
  - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
  - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;

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- 1.22.6.2. The client is non-compliant with prescription medications;
- 1.22.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
- 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

**1.23. Client Rights**

**1.23.1. Notice of Client Rights**

- 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
  - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
  - 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter;
  - 1.23.1.1.3. Notification of rights are documented in the client record.
  - 1.23.1.1.4. Posting the notices continuously and conspicuously;
  - 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.
- 1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

**1.24. Administrative Remedies**

- 1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:
  - 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
  - 1.24.1.2. Imposing a directed POC upon a Contractor;
  - 1.24.1.3. Suspension of a contract; or
  - 1.24.1.4. Revocation of a contract.

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- 1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
  - 1.24.2.1. Identifies each deficiency;
  - 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 1.24.3. A POC shall be developed and enforced in the following manner:
  - 1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
    - 1.24.3.1.1. How the Contractor intends to correct each deficiency;
    - 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 1.24.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 1.24.3.2. The Department shall review and accept each POC that:
    - 1.24.3.2.1. Achieves compliance with contract requirements;
    - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
  - 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
  - 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
  - 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;

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- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
  - 1.24.4.1. Reviewing materials submitted by the Contractor;
  - 1.24.4.2. Conducting a follow-up inspection; or
  - 1.24.4.3. Reviewing compliance during the next scheduled inspection.
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
  - 1.24.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 1.24.7.3. A revised POC submitted has not been accepted.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10<sup>th</sup> day of the month following the reporting month or quarter.

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- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
  - 3.2.1. 100% of all individuals at admission;
  - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
  - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
  - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
  - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
  - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:
    - 3.4.1.1. Abuse.
    - 3.4.1.2. Neglect.
    - 3.4.1.3. Exploitation.
    - 3.4.1.4. Rights violation.
    - 3.4.1.5. Missing person.
    - 3.4.1.6. Medical emergency.
    - 3.4.1.7. Restraint.
    - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
  - 3.7.1. When the sentinel even involves any individual receiving services under this contract;



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- 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
  - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
  - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
  - 3.7.2.3. Location, date, and time of the event;
  - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
  - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
  - 3.7.2.6. The identification of any media that had reported the event; and
- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

**4. Performance Measures**

- 4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:
  - 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
    - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
    - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
    - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;



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- 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
- 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
  - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
  - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
  - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
  - 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
  - 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

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services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories.
  - 5.3.3.3. Protocols or guidelines.
  - 5.3.3.4. Posters.
  - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

SS-2021-BDAS-04-SUBST-13

West Central Services, Inc.

Contractor Initials DS  
RWA  
Date 11/16/2020



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- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**7. Maintenance of Fiscal Integrity**

- 7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organizational level, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

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- 7.1.1. Days of Cash on Hand:
  - 7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
  - 7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.
  - 7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 7.1.2. Current Ratio:
  - 7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
  - 7.1.2.2. Formula: Total current assets divided by total current liabilities.
  - 7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 7.1.3. Debt Service Coverage Ratio:
  - 7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
  - 7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
  - 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
  - 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
  - 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
  - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
  - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.



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- 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
  - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
  - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
  - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
  - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
    - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
    - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
    - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
    - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
  - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.

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- 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 8. Contract Compliance Audits**
- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.



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**Payment Terms**

1. Sources of Funding
  - 1.1. This Agreement is funded by:
    - 1.1.1. 44.874%, Federal Funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # T1083041;
    - 1.1.2. 23.103%, General Funds; and
    - 1.1.3. 32.050%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
  - 1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Non Reimbursement for Services
  - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Services, such as but not limited to:
    - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
    - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
    - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.
  - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
  - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.

3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:

3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services

5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.

5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not



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- delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
  - 5.4. The Contractor shall determine and charge for services provided, as follows:
    - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.2. Second: Charge the client according to Section 6, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
    - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
  - 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 6, Sliding Fee Scale, in accordance with the client's applicable income level.
  - 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
  - 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
  - 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
  - 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
  - 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given

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service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.

6. Sliding Fee Scale

- 6.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 6.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 6.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

7. Submitting Charges for Payment

- 7.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

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- 7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 7.1.5. Submit separate batches for each billing month.
- 7.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 7.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 7.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov), or invoices may be mailed to:
  - Financial Manager
  - Department of Health and Human Services
  - 129 Pleasant Street
  - Concord, NH 03301
- 7.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 7.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 7.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 7.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 7.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

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- 7.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 7.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 7.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 7.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 7.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

**8. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**

- 8.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 8.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
  - 8.2.1. Make cash payments to intended recipients of substance abuse services.
  - 8.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
  - 8.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
  - 8.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 8.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
  - 8.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA.

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Substance Use Disorder Treatment and Recovery Support Services  
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without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

9. Audits

- 9.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
  - 9.1.1. 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.
  - 9.1.2. 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.
  - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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 <sup>annual</sup> annual

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
EXHIBIT C**



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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



Exhibit C-1

**Service Fee Table**

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

**Table A**

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DS  
RWA  
Date 11/16/2020



**New Hampshire Department of Health and Human Services  
Exhibit D**



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

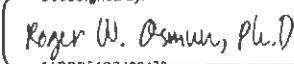
Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

11/16/2020

Date

DocuSigned by:  
  
 Name: Roger W. Osmun, Ph.D.  
 Title: president and CEO



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/16/2020

Date

DocuSigned by:

*Roger W. Osmun, Ph.D.*

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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RWO

Date 11/16/2020

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/16/2020  
Date

DocuSigned by:  
*Roger W. Osmun, Ph.D.*  
Name: Roger W. Osmun, Ph.D.  
Title: President and CEO

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*RWO*  
Contractor Initials  
Date 11/16/2020



New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/16/2020

Date

DocuSigned by:  
*Roger W. Osmun, Ph.D.*  
Name: Roger W. Osmun, Ph.D.  
Title: President and CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services  
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/16/2020

Date

DocuSigned by:

*Roger W. Osmun, Ph.D.*

Name: Roger W. Osmun, Ph.D.

Title: President and CEO





New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 11/16/2020





New Hampshire Department of Health and Human Services

Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Contractor Initials RS

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Contractor Initials

Date 11/16/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials                     

Date 11/16/2020



New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Contractor Initials

Date 11/16/2020





New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by: Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative

Director

Title of Authorized Representative

11/16/2020

Date

West Central Behavioral Health

Name of the Contractor

Roger W. Osmun, Ph.D.

Signature of Authorized Representative

Roger W. Osmun, Ph.D.

Name of Authorized Representative

President and CEO

Title of Authorized Representative

11/16/2020

Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/16/2020

Date

DocuSigned by:  
  
 Name: Roger W. Osmun, Ph.D.  
 Title: President and CEO

DS  
  
 Contractor Initials  
 Date 11/16/2020



New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 150873403 0000

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network...
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity...
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164...
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule...
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164...
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard...

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...
2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials [Signature]

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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**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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### 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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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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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