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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
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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

March 15, 2023

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 contracts with the Contractors listed below in an amount not to exceed $275,806 to provide behavioral-based intervention, Contingency Management programming, for individuals with a diagnosed Opioid and/or Stimulant Use Disorder, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Blue Heron Neurofeedback and Counseling, LLC	362670	Statewide	$152,251
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	$54,005
Hope on Haven Hill, Inc.	275119-B001	Statewide	$69,550
		Total:	**$275,806**

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available for State Fiscal Year 2024, 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

The purpose of this request is to implement evidence- and behavioral-based intervention programs, known as a Contingency Management. Contingency Management Programs have been shown to be effective in reducing cravings, non-prescribed drug use, and risky behaviors, while increasing treatment attendance and prescribed medication adherence; for individuals with a clinically diagnosed Stimulant or Opioid Use Disorder.

Services identified in these agreements will be provided in conjunction with existing evidence-based outpatient and intensive-outpatient substance use disorder treatment services,

allowing NH to expand and increase accessibility to, and foster engagement with, treatment programming. Contingency Management Programming offers enhancements that allow clinicians to customize and individualize treatment goals and assist individuals to identify and modify their behaviors, as related to their substance use, with the goal of achieving and sustaining recovery

Approximately 170 individuals will be served, across all three (3) Contractors, through September 29, 2023.

Individuals participating in Contingency Management Programming will receive positive reinforcement for achieving identified treatment goals including; attendance at treatment sessions, adherence to prescribed medications for Opioid Use Disorder and/or other health conditions, as applicable, and for evidence of positive behavioral change through the provision of stimulant- and/or opioid-negative urine specimens. Clinicians will address ambivalence and discuss and problem solve barriers to program attendance and participation with individuals who do not achieve identified treatment goals. Clinicians will offer support and encouragement to continue taking positive steps toward, and engaging in, their recovery efforts and will assist individuals in connecting with community-based services to support their treatment and recovery efforts, as needed.

The Department will monitor services through regularly scheduled meetings and the review of monthly aggregate and de-identified data and aftercare survey reports to ensure project deliverables and outcomes are being met.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from December 6, 2022 through January 9, 2023. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request individuals with stimulant and/or opioid use disorder will not have access to this supplementary and powerful, evidence-based intervention which may result in lower treatment retention and engagement rates, decreased abstinence, and a decline in overall recovery experiences.

Source of Federal Funds: Assistance Listing Number CFDA 93.788, FAIN H79TI083326

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT
100% Federal Funds, _% General Funds, _% Other Funds (Name of Source)

Vendor Name: Blue Heron — Vendor # 362670

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057053	$0.00	$93,305.00	$93,305.00
2024	074-500589	Welfare Assistance	92057053	$0.00	$58,946.00	$58,946.00
		Sub Total		$0.00	$152,251.00	$152,251.00

Vendor Name: Greater Nashua Mental Health — Vendor # 154112-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
2023	074-500589	Welfare Assistance	92057053	$0.00	$36,094.00	$36,094.00
2024	074-500589	Welfare Assistance	92057053	$0.00	$17,911.00	$17,911.00
		Sub Total		$0.00	$54,005.00	$54,005.00

Vendor Name: Hope on Haven Hill — Vendor # 275119-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057053	$0.00	$43,469.00	$43,469.00
2024	074-500589	Welfare Assistance	92057053	$0.00	$26,081.00	$26,081.00
		Sub Total		$0.00	$69,550.00	$69,550.00

Overall Total	$0.00	$275,806.00	$275,806.00

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

Project ID # RFP-2023-DBH-08-EFFEC

Project Title Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

	Maximum Points Available	Blue Heron Neurofeedback & Counseling	Community Council of Nashua dba Greater Nashua Mental Health	Easterseals of NH Farnum	Hope on Haven Hill
Technical					
Development Plan (Q1)	50	45	45	24	48
Implementation Plan (Q2)	50	45	45	20	48
Engagement & Satisfaction (Q3)	30	12	27	14	28
Aftercare Survey (Q4)	20	10	15	8	15
Staffing Plan (Q5)	20	18	17	5	18
Subtotal - Technical	170	130	149	71	157
Cost					
Budget Sheet (Appendix E)	70	49	60	21	60
Program Staff List (Appendix F)	30	9	21	9	22
Subtotal - Cost	100	58	81	30	82
TOTAL POINTS	270	188	230	101	239
TOTAL PROPOSED VENDOR COST		$152,251	$57,344	$103,087	$69,550

	Reviewer Name	Title
1	Amanda Spreeman	SOR Contracts & Program Mngr
2	Melissa Girard	SOR Finance Manager
3	Kassandra Martin	SOR Data Analyst

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFP-2023-DBH-08-EFFEC-01
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

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 Blue Heron Neurofeedback and Counseling, LLC		1.4 Contractor Address 3277 White Mountain Hwy, North Conway, NH 03860	
1.5 Contractor Phone Number 603-356-6400	1.6 Account Number 05-95-92-920510-70400000-074-500589	1.7 Completion Date 9/29/2023	1.8 Price Limitation $152,251
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Stacie Leclerc 2Dc83F334APE494...	Date: 3/20/2023	1.12 Name and Title of Contractor Signatory Stacie Leclerc Owner	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED8D05B04C034d2...	Date: 3/20/2023	1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484944460		On: 3/22/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS SL
Date 3/20/2023

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 SL (DS)

Date 3/20/2023

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 SL

Date 3/20/2023

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 SL (DS)

Date 3/20/2023

New Hampshire Department of Health and Human Services
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and implement a behavioral-based intervention Contingency Management Program (CMP) for individuals receiving outpatient treatment for Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD).

1.2. The Contractor must ensure the CMP is available statewide, to individuals who:

1.2.1. Are residents of or are experiencing homelessness in NH;

1.2.2. Are aged 18 and older; and

1.2.3. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for an Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD) as determined by a:

1.2.3.1. Licensed counselor; or

1.2.3.2. An unlicensed counselor who:

1.2.3.2.1. Is under the supervision of a licensed counselor; or

1.2.3.2.2. Is working toward licensure; and

1.2.3.2.3. Has completed the required coursework for licensure, as required by:

1.2.3.2.3.1. NH Board of Alcohol and Other Drug Use Providers;

1.2.3.2.3.2. NH Board of Mental Health Practice; or

1.2.3.2.3.3. NH Board of Psychology.

1.3. The Contractor ensure the Contingency Management Program (CMP) provides positive reinforcement for evidence of desired behavioral change to individuals receiving outpatient treatment for OUD and/or StimUD. The Contractor must ensure CMP services:

1.3.1. Are provided in conjunction with existing evidence-based Intensive Outpatient (IOP) and Outpatient (OP) levels of care;

1.3.2. Are based on strengths of the individual;

1.3.3. Are based on evidence of the individual's specific, defined, and positive behavioral change;

1.3.4. Address the individual's ambivalence about decreasing substance use;.

1.3.5. Create the opportunity to establish positive expectations;

1.3.6. Allow the individual to have power in decision making regarding their treatment; and

1.3.7. Assist the individual to modify their behaviors to achieve and sustain recovery.

1.4. The Contractor must provide the Department with a Program Summary for review and approval within 10 days of the contract effective date. The Contractor must ensure the Summary clearly outlines the proposed CMP including, but not limited to:

1.4.1. Program structure and policies.

1.4.2. A matrix of available incentives and associated target behaviors for each. The Contractor must ensure incentives:

1.4.2.1. Are valuable and desirable to the Participant:

1.4.2.2. Are awarded to the Participant at time of targeted behavior achievement;

1.4.2.3. Increase in value weekly as the Participant demonstrates consistency in achieving the targeted behavior;

1.4.2.4. Do not exceed a value of $15 per incentive, per Participant; and

1.4.2.5. Do not exceed a total value of $75 per Participant, per year.

1.4.3. Frequency for incentive award and distribution that ensures program participants have multiple opportunities throughout the course of their treatment to receive incentives.

1.4.4. Internal process for tracking incentive award and distribution.

1.5. The Contractor must provide individuals who meet the criteria, described in Section 1.2, with detailed program information and offer them the opportunity to participate in the program. The Contractor must ensure CMP information includes, but is not limited to:

1.5.1. Program overview including, but not limited to:

1.5.1.1. Clear and detailed expectations of the targeted behavior(s).

1.5.1.2. How the targeted behavior(s) is/are fmeasured.

1.5.1.3. How incentives are earned and distributed.

1.5.1.4. Duration of program.

1.5.2. Program structure and policies including but not limited to:

1.5.2.1. Enrollment.

1.5.2.2. Data collection.

1.5.2.3. Surveys.

1.5.2.4. Discharge.

1.6. The Contractor must ensure all individuals who choose to participate in the CMP (herein after referred to as Participants), and their guardian if applicable, receive, review, and sign an informed consent prior to program participation. The Contractor must ensure informed consent includes, but is not limited to:

1.6.1. Risks and benefits of participation.

1.6.2. The notice of privacy practices shall be provided to the Department upon request.

1.6.3. Notice of ability to rescind consent at any time.

1.7. The Contractor must ensure the signed informed consent form is kept in the Participant's CMP record.

1.8. The Contractor must ensure eligible individuals who decline to participate in the CMP:

1.8.1. Will not be denied any treatment services for which they are eligible; and

1.8.2. Will be offered the opportunity to enroll during their next scheduled SUD treatment services appointment.

1.9. The Contractor must ensure Participants who are discharged from the CMP are given the opportunity to reapply for admission to the program.

1.10. The Contractor must work with program Participants to develop a minimum of two (2) CMP-related treatment goals. The Contractor must ensure the CMP treatment goals are:

1.10.1. Unique to, and developed in collaboration with, the individual;

1.10.2. Address the individual's:

1.10.2.1. Participation in, commitment to, and completion of the program and additional treatment modalities;

1.10.2.2. Strengths;

1.10.2.3. Ambivalence and inconsistencies regarding StimUD treatment;

1.10.2.4. Negative behavior patterns; and

1.10.2.5. Abstinence from stimulant use;

1.10.3. Specific, Measureable, Attainable, Relevant and Timely (SMART) Goals.

1.11. The Contractor must ensure CMP-associated treatment plans are updated every 30 days with SMART Goals.

1.12. The Contractor must ensure the CMP allows Participants to be enrolled for up to a total of 12 weeks.

1.13. The Contractor must meet with Participants weekly, for CMP check-in. During weekly CMP check-in, the Contractor must:

1.13.1. Update the Participant on the number of weeks they have participated in the program and the number of weeks remaining;

1.13.2. If the Participant has achieved the targeted behavior(s), the Contractor must provide the Participant with:

1.13.2.1. Positive reinforcement for the behavior(s); and

1.13.2.2. The corresponding earned incentive.

1.13.3. If the Participant has not achieved the targeted behavior(s), the Contractor must:

1.13.3.1. Discuss and problem solve any barriers to program attendance or participation.

1.13.3.2. Offer support and encouragement to take positive steps and continue to engage in their recovery efforts.

1.13.3.3. Assist the Participant connecting with community-based services to support treatment and recovery as applicable.

1.14. The Contractor must implement the CMP in two- (2-) week intervals as follows:

1.14.1. Weeks one (1) and two (2): CMP participants receive a $10 gift card on the second Friday upon:

1.14.1.1. Verified attendance at all scheduled appointments; and

1.14.1.2. Verified urinalysis testing is negative for Opioids and Stimulants.

1.14.2. Weeks three (3) and four (4):

1.14.2.1. CMP participants receive a $10 gift card on the fourth Friday upon:

1.14.2.1.1. Verified attendance at all scheduled appointments; and

1.14.2.1.2. Verified urinalysis testing is negative for Opioids and Stimulants.

1.14.2.2. Participants who complete a CMP-related goal as identified in their treatment plan, in addition to the above, will receive

an additional $5 added to their gift card, resulting in a gift card totaling $15.

1.14.3. Weeks five (5) through 12: Remaining intervals repeat as detailed above with remaining gift card distribution occurring at weeks six (6), eight (8), 10, and 12, when earned.

1.15. The Contractor must ensure earned incentives are awarded to Participants at the time of targeted behavior(s) achievement.

1.16. The Contractor must ensure Participant records related to the CMP are recorded and maintained separate from the Participant's clinical outpatient record.

1.17. The Contractor must ensure the CMP is implemented to fidelity. The Contractor must:

1.17.1. Consult with the Department on adaptations, as needed, to meet the needs of the individuals served.

1.17.2. Ensure adaptations to the CMP are not implemented prior to or without Department approval.

1.18. The Contractor must conduct continuous quality improvement to determine needs or modifications.

1.19. The Contractor must implement the CMP no later than 90 days after the contract effective date.

1.20. The Contractor must comply with all current and future federal and state laws, rules, and regulations, regarding this scope of work.

1.21. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

1.22. The Contractor must participate in meetings with the Department, on a monthly basis, or as otherwise requested by the Department.

1.23. Program Marketing

1.23.1. The Contractor must develop marketing materials to be used for program outreach. The Contractor must ensure CMP marketing materials:

1.23.1.1. Educate individuals receiving services and service providers about the CMP including, but not limited to:

1.23.1.1.1. Benefits and successes of using this approach in conjunction with other evidence-based treatment modalities;

1.23.1.1.2. Program overview.

1.23.1.1.3. Program structure and policies.

1.23.2. The Contractor must ensure all CMP-related marketing materials are submitted to the Department for review and approval prior to distribution of materials

1.24. CMP Aftercare Surveys

1.24.1. The Contractor must administer CMP Aftercare Surveys, as provided by the Department, to each Participant upon discharge from the CMP, to assess overall program experience, satisfaction, and outcomes.

1.24.2. The Contractor must utilize a digital survey software, e.g. Survey Monkey or equivalent, to administer the survey, collect participant responses, and analyze survey results. The Contractor must ensure surveys:

1.24.2.1. Allow for only anonymous responses, so participants feel safe in giving honest feedback;

1.24.2.2. Shall not elicit a response that would collect personally identifiable, meaning information that would allow for the constructive identification of any individual and that there is no reasonable basis to believe the data could be used, alone or in combination with, other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information, protected health, SUD, or other state or federally regulated information;

1.24.2.3. Are reviewed and approved by the Department prior to distribution; and

1.24.2.4. Are reviewed and utilized for program enhancement and improvement.

1.24.3. The Contractor must ensure survey results data are aggregate and de-identified.

1.24.4. The Contractor must share aggregate, non-identifiable survey results with the Department as requested.

1.25. Data Entry Requirements

1.25.1. The Contractor must provide the Department with aggregate, non-identifiable client data only. The Contractor must ensure:

1.25.1.1. Aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject

of the information;

1.25.1.2. Regulated or identifiable data is not handled or stored on behalf of the Department; and

1.25.1.3. Personally identifiable client information, protected health information, SUD, or other state or federally regulated information is not shared with the Department verbally, digitally, or in hard copy in association with this contract.

1.25.2. The Contractor must Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter CMP data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.

1.25.3. The Contractor must enter aggregate, non-identifiable CMP data into the AFMC system on a monthly basis. The Contractor must ensure data entered includes:

1.25.3.1. Demographics;

1.25.3.2. Number of individuals served;

1.25.3.3. Number of CMP sessions attended per individual;

1.25.3.4. Number of individuals who completed the CMP;

1.25.3.5. Number of individuals who did not complete the CMP and reason(s) for non-completion;

1.25.3.6. Type, number, and cost of gift cards provided, per individual; and

1.25.3.7. Other CMP data as determined and requested by the Department.

1.26. Reporting

1.26.1. The Contractor must submit monthly reports to the Department, in a format approved by the Department. The Contractor must ensure monthly CMP reports include only aggregate and non-identifiable data including:

1.26.1.1. Demographics;

1.26.1.2. Number of individuals served;

1.26.1.3. Number of sessions individuals attended;

1.26.1.4. Number of individuals completing the CMP;

1.26.1.5. Number of individuals not completing the CMP and reason(s) non-completion;

1.26.1.6. Number and cost of incentives provided, per individual; and

1.26.1.7. Other CMP data as determined and requested by the Department.

1.26.2. The Contractor must submit monthly CMP Participant Survey results to the Department, in a format approved by the Department. The Contractor must ensure survey results data is aggregate and non-identifiable.

1.26.3. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.27. Staffing

1.27.1. The Contractor and its program staff must attend the CMP training, provided by the Department's designated trainer, prior to CMP implementation.

1.27.2. The Contractor must recruit and maintain sufficient staff assigned to the CMP necessary to perform and carry out all of the functions, requirements, roles and duties as proposed. The Contractor must ensure CMP staff are trained:

1.27.2.1. On the program model prior to working in the program;

1.27.2.2. To safeguard the confidentiality, privacy, and information security of the participant information; and

1.27.2.3. Any access to Department databases shall require completion of Department information security training as required.

1.27.3. The Contractor must provide a CMP Administrative Coordinator to monitor day-to-day program tasks. The Contractor must ensure CMP Administrative Coordinator tasks include, but are not limited to:

1.27.3.1. Weekly reviews of Participant records to ensure the following information is documented:

1.27.3.1.1. Urinalysis test results, if applicable, and include test date and positive or negative result;

1.27.3.1.2. Attendance;

1.27.3.1.3. Treatment plan goal achievement, if applicable; and

1.27.3.1.4. Total number and cash value of incentives received.

1.27.3.2. Assisting Participants with obtaining incentives, as applicable.

1.28. Performance Measures

1.28.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

1.28.1.1. 95% of participants complete the required sessions in the CMP;

1.28.1.2. 95% of participant assessments demonstrate the treatment plan was based on the participants strengths and identified motivational incentives; and

1.28.1.3. 90% of participants decreased to stopped stimulant use after 90 days of completion of the program as indicated through aftercare survey results

1.28.2. The Department may include other performance measures in the resulting contract(s).

1.29. State Opioid Response (SOR) Grant Standards

1.29.1. The Contractor must 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.

1.29.2. The Contractor must ensure all referrals of individuals to the Doorways are:

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

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

1.29.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD) or are at risk for such.

1.29.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.

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

1.29.5.1. Treatment in this context includes the treatment of OUD or

StimUD.

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

1.29.5.3. This marijuana restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.

1.29.6. The Contractor must ensure Naloxone kits are available to individuals utilizing SOR funding.

1.29.7. If the Contractor intends to distribute Fentanyl test strips, the selected Applicant(s) must provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The selected Applicant(s) must ensure the utilization plan includes, but is not limited to:

1.29.7.1. Internal policies for the distribution of Fentanyl strips;

1.29.7.2. Distribution methods and frequency; and

1.29.7.3. Other key data as requested by the Department.

1.29.8. The Contractor must provide services to eligible individuals who:

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

1.29.8.2. Have co-occurring mental health disorders; or

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

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

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

1.29.11. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibits D through H and J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

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

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit,

examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, from the State Opioid Response (SOR) II Grant, as awarded on August 29, 2022, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA 93.788, FAIN H79TI083326.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
4. The Contractor must ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorder.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2023 Budget and Exhibit C-2, SFY 2024 Budget.
6. The Contractor must seek payment for services, as follows:
   6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   6.2. Second, the Contractor shall charge Medicare, if applicable.
   6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   6.4. Fourth, the Contractor shall charge the client in accordance with either the Contractor's Sliding Fee Scale Program or the Sliding Fee Scale provided by the Department.
   6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor must submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the

following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

8. The Contractor must ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices must not include any client protected health information or personally identifiable information and shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor must ensure:

    8.1. Backup documentation includes, but is not limited to:

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

        8.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

            8.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

            8.1.2.2. Attestation and time tracking templates, which are available from the Department upon request.

        8.1.3. Invoices supporting expenses reported.

            8.1.3.1. Unallowable expenses include, but are not limited to:

                8.1.3.1.1. Amounts belonging to other programs.

                8.1.3.1.2. Amounts prior to effective date of contract

                8.1.3.1.3. Construction or renovation expenses.

                8.1.3.1.4. Food or water.

                8.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

                8.1.3.1.6. Fines, fees, or penalties.

                8.1.3.1.7. Cell phones and cell phone minutes for clients.

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

        8.1.5. Cost center reports.

        8.1.6. Profit and loss report.

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

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

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

8.2. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov or mailed to:

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

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

10. The Contractor agrees that invoices submitted late may be subject to non-payment.

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses 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.

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. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

14.1.1. 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.

14.1.2. 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.

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

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

dhhs.act@dhhs.nh.gov 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.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

14.3. 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.

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Contractor Name: *Blue Heron Neurofeedback & Counseling, LLC*
Budget Request for: *Contingency Management Program*
Budget Period *2/1/2023-6/30/2023*
Indirect Cost Rate (if applicable) 6.67%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$79,296
2. Fringe Benefits	$297
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$336
5.(a) Supplies - Educational CM Rewards	$5,100
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$446
6. Travel	$170
7. Software	$1,350
8. (a) Other - Marketing/ Communications	$1,294
8. (b) Other - Education and Training	$322
8. (c) Other - Other (specify below)	
Occupancy	$2,493
Telephone & Internet	$390
Postage	$66
License	$77
Limited English Services	$244
Insurance	$324
9. Subcontractors/Agreements	$1,100
Total Direct Costs	$87,469
Total Indirect Costs	$5,836
TOTAL	**$93,305**

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3/20/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Blue Heron Neurofeedback & Counseling, LLC*
Budget Request for: *Contingency Management Program*
Budget Period *7/1/2023-9/29/2023*
Indirect Cost Rate (if applicable) 6.30%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$50,544
2. Fringe Benefits	$178
3. Consultants	$0
4. Equipment	$201
5.(a) Supplies - Educational CM Rewards	$3,060
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$267
6. Travel	$102
7. Software	$810
8. (a) Other - Marketing/ Communications	$776
8. (b) Other - Education and Training	$193
8. (c) Other - Other (specify below)	
Occupancy	$1,495
Telephone & Internet	$234
Postage	$40
License	$46
Limited English Services	$146
Insurance	$194
9. Subcontractors/Agreements	$660
Total Direct Costs	$55,446
Total Indirect Costs	$3,500
TOTAL	**$58,946**

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3/20/2023

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 SL (DS)
Date 3/20/2023

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: Blue Heron Neurofeedback and Counseling

3/20/2023
Date

DocuSigned by:
Stacie Leclerc
2B483F55A4FE494...
Name: Stacie Leclerc
Title: Owner

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: Blue Heron Neurofeedback and Counseling

3/20/2023
Date

DocuSigned by:
Stacie Leclerc
2D4B3F1574AF4A4...
Name: Stacie Leclerc
Title: Owner

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023
Date

DocuSigned by:
Stacie Leclerc
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Name: Stacie Leclerc
Title: Owner

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Contractor Initials
3/20/2023
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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: Blue Heron Neurofeedback and Counseling

3/20/2023
Date

DocuSigned by:
Stacie Leclerc
2D483F234AFE494...
Name: Stacie Leclerc
Title: Owner

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: Blue Heron Neurofeedback and Counseling

3/20/2023
Date

DocuSigned by:
Stacie Leclerc
Name: Stacie Leclerc
Title: Owner

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 (UEI #)
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: Blue Heron Neurofeedback and Counseling

3/20/2023
Date

DocuSigned by:
Stacie Leclerc
Name: Stacie Leclerc
Title: Owner

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 UEI (SAM.gov) number for your entity is: 121842254

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BLUE HERON NEUROFEEDBACK AND COUNSELING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 17, 2019. 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: **811958**

Certificate Number: **0006159623**

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 March A.D. 2023.

David M. Scanlan

Secretary of State

Blue Heron
Neurofeedback
and Counseling

CERTIFICATE OF AUTHORITY

I, Stacie Leclerc, **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Blue Heron Neurofeedback and Counseling, a limited liability a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: **03/20/2023**

ATTEST: Stacie Leclerc
Stacie Leclerc (Name & Title)
Owner/Manager

Blue Heron Neurofeedback and Counseling
North Conway, Littleton, Gorham
Phone: 603-356-6400
Fax: 603-413-4666
Info@blueheroncounseling.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2023

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

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

PRODUCER CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	**CONTACT NAME:** Bradley Martin **PHONE (A/C, No, Ext):** (646) 844-9933 **FAX (A/C, No):** **E-MAIL ADDRESS:** customer.service@coverwallet.com
INSURED Blue Heron Neurofeedback and Counseling, LLC 3277 White Mountain Highway North Conway, NH, 03860	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE Fire Underwriters Insurance Company (SCI) — 20702 **INSURER B :** Valley Forge Insurance Company — 20508 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			D98348153	11/16/2022	11/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ included $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7012552621	11/23/2022	11/23/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant Street
Concord, NH, 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Margaret M. Raff

FORM NUMBER P-37 (version 12/11/2019)

Subject: RFP-2023-DBH-08-EFFEC-02
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

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 Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health		1.4 Contractor Address 7 Prospect St., Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 05-95-92-920510-70400000-074-500589	1.7 Completion Date 9/29/2023	1.8 Price Limitation $54,005
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Cynthia L Whitaker Date: 3/24/2023		1.12 Name and Title of Contractor Signatory Cynthia L Whitaker President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 3/28/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 3/28/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS CW
Date 3/24/2023

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.

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New Hampshire Department of Health and Human Services
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and implement a behavioral-based intervention Contingency Management Program (CMP) for individuals receiving outpatient treatment for Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD).

1.2. The Contractor must ensure the CMP is available statewide, to individuals who:

1.2.1. Are residents of or are experiencing homelessness in NH;

1.2.2. Are aged 18 and older; and

1.2.3. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for an Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD) as determined by a:

1.2.3.1. Licensed counselor; or

1.2.3.2. An unlicensed counselor who:

1.2.3.2.1. Is under the supervision of a licensed counselor; or

1.2.3.2.2. Is working toward licensure; and

1.2.3.2.3. Has completed the required coursework for licensure, as required by:

1.2.3.2.3.1. NH Board of Alcohol and Other Drug Use Providers;

1.2.3.2.3.2. NH Board of Mental Health Practice; or

1.2.3.2.3.3. NH Board of Psychology.

1.3. The Contractor ensure the Contingency Management Program (CMP) provides positive reinforcement for evidence of desired behavioral change to individuals receiving outpatient treatment for OUD and/or StimUD. The Contractor must ensure CMP services:

1.3.1. Are provided in conjunction with existing evidence-based Intensive Outpatient (IOP) and Outpatient (OP) levels of care;

1.3.2. Are based on strengths of the individual;

1.3.3. Are based on evidence of the individual's specific, defined, and positive behavioral change;

1.3.4. Address the individual's ambivalence about decreasing substance use;

1.3.5. Create the opportunity to establish positive expectations;

1.3.6. Allow the individual to have power in decision making regarding their treatment; and

1.3.7. Assist the individual to modify their behaviors to achieve and sustain recovery.

1.4. The Contractor must provide the Department with Program Summary for review and approval within 10 days of the contract effective date. The Contractor must ensure the Summary clearly outlines the proposed CMP including, but not limited to:

1.4.1. Program structure and policies.

1.4.2. A matrix of available incentives and associated target behaviors for each. The Contractor must ensure incentives:

1.4.2.1. Are valuable and desirable to the Participant:

1.4.2.2. Are awarded to the Participant at time of targeted behavior achievement;

1.4.2.3. Increase in value weekly as the Participant demonstrates consistency in achieving the targeted behavior;

1.4.2.4. Do not exceed a value of $15 per incentive, per Participant; and

1.4.2.5. Do not exceed a total value of $75 per Participant, per year.

1.4.3. Frequency for incentive award and distribution that ensures program participants have multiple opportunities throughout the course of their treatment to receive incentives.

1.4.4. Internal process for tracking incentive award and distribution.

1.5. The Contractor must identify individuals who meet the criteria, described in Section 1.2, through outreach to:

1.5.1. Existing in-house mental health providers.

1.5.2. Local Community service providers, including but not limited to:

1.5.2.1. Substance Use Disorder (SUD) treatment providers.

1.5.2.2. Mental Health treatment providers.

1.5.2.3. Federally Qualified Health Centers (FQHCs).

1.5.2.4. Hospitals.

1.5.2.5. Primary Care offices.

1.5.2.6. The Doorway.

1.5.2.7. Emergency Shelters and other Housing Programs.

1.5.2.8. Community-based Recovery Organizations.

1.6. The Contractor must provide individuals who meet the criteria, described in Section 1.2, with detailed program information and offer them the opportunity to participate in the program. The Contractor must ensure CMP information includes, but is not limited to:

1.6.1. Program overview including, but not limited to:

1.6.1.1. Clear and detailed expectations of the targeted behavior(s).

1.6.1.2. How the targeted behavior(s) is/are measured.

1.6.1.3. How incentives are earned and distributed.

1.6.1.4. Duration of program.

1.6.2. Program structure and policies including but not limited to:

1.6.2.1. Enrollment.

1.6.2.2. Data collection.

1.6.2.3. Surveys.

1.6.2.4. Discharge.

1.7. The Contractor must ensure all individuals who choose to participate in the CMP (herein after referred to as Participants), and their guardian if applicable, receive, review, and sign an informed consent prior to program participation. The Contractor must ensure informed consent includes, but is not limited to:

1.7.1. Risks and benefits of participation.

1.7.2. Notice of privacy practices shall be provided to the Department upon request.

1.7.3. Notice of ability to rescind consent at any time.

1.8. The Contractor must ensure the signed informed consent form is kept in the Participant's CMP record.

1.9. The Contractor must ensure eligible participants who decline to participate in the CMP:

1.9.1. Will not be denied any treatment services for which they are eligible; and

1.9.2. Will be offered the opportunity to enroll during their next scheduled SUD treatment services appointment.

1.10. The Contractor must ensure Participants who are discharged from the CMP are given the opportunity to reapply for admission to the program.

1.11. The Contractor must meet with Participants weekly for CMP check-in. During weekly CMP check-in, the Contractor must:

1.11.1. Update the Participant on the number of weeks they have participated in the program and the number of weeks remaining;

1.11.2. If the Participant has achieved the targeted behavior(s), the Contractor must provide the Participant with:

1.11.2.1. Positive reinforcement for the behavior(s); and

1.11.2.2. The corresponding earned incentive.

1.11.3. If the Participant has not achieved the targeted behavior(s), the Contractor must:

1.11.3.1. Discuss and problem solve any barriers to program attendance or participation.

1.11.3.2. Offer support and encouragement to take positive steps and continue to engage in their recovery efforts.

1.11.4. Assist the Participant connecting with community-based services to support treatment and recovery as applicable.

1.12. The Contractor must ensure earned incentives are awarded to Participants at the time of targeted behavior(s) achievement.

1.13. The Contractor must provide Certificates of Completion to Participants who successfully complete the CMP. The Contractor must ensure CMP program completion is defined as the Participant:

1.13.1. Remaining in SUD treatment services throughout the CMP program; or

1.13.2. Transitioning to SUD treatment services elsewhere.

1.14. The Contractor must ensure Participant records related to the CMP are recorded and maintained separate from the Participant's clinical outpatient record.

1.15. The Contractor must ensure the CMP is implemented to fidelity. The Contractor must:

1.15.1. Consult with the Department on CMP adaptations, as needed, to meet the needs of the individuals served; and

1.15.2. Ensure CMP adaptations are not implemented prior to, or without, Department approval.

1.16. The Contractor must conduct continuous quality improvement to determine needs or modifications.

1.17. The Contractor must ensure the CMP is implemented no later than 90 days after the contract approval date.

1.18. The Contractor must comply with all current and future federal and state laws,

rules, and regulations, regarding this scope of work.

1.19. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

1.20. The Contractor must participate in meetings with the Department, on a monthly basis, or as otherwise requested by the Department.

1.21. Program Marketing

1.21.1. The Contractor must develop marketing materials to be used for program outreach. The Contractor must ensure CMP marketing materials:

1.21.1.1. Educate individuals receiving services and service providers about the CMP including, but not limited to:

1.21.1.1.1. Benefits and successes of using this approach in conjunction with other evidence-based treatment modalities;

1.21.1.1.2. Program overview.

1.21.1.1.3. Program structure and policies.

1.21.1.2. Are targeted to:

1.21.1.2.1. Individuals diagnosed with OUD or StimUD; and

1.21.1.2.2. In-house and community-based service providers who work with individuals diagnosed with OUD or StimUD.

1.22. The Contractor must ensure all CMP-related marketing materials are submitted to the Department for review and approval prior to distribution of materials.

1.23. CMP Aftercare Surveys

1.23.1. The Contractor must administer CMP Aftercare Surveys, as provided by the Department, to each participant upon discharge from the CMP, to assess overall program experience, satisfaction, and outcomes.

1.23.2. The Contractor must utilize a digital survey software, e.g. Survey Monkey or equivalent, to administer surveys, collect participant responses, and analyze survey results. The Contractor must ensure surveys:

1.23.2.1. Allow for only anonymous responses, so participants feel safe in giving honest feedback;

1.23.2.2. Shall not elicit a response that would collect personally identifiable, meaning information that would allow for the constructive identification of any individual and that there is

no reasonable basis to believe the data could be used, alone or in combination with, other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information, protected health, SUD, or other state or federally regulated information;

1.23.2.3. Are reviewed and approved by the Department prior to distribution; and

1.23.2.4. Are reviewed and utilized for program enhancement and improvement.

1.23.3. The Contractor must ensure survey results data are aggregate and de-identified.

1.23.4. The Contractor must share aggregate, non-identifiable survey results with the Department as requested.

1.24. Data Entry Requirements

1.24.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports the CMP Contract deliverables. The Contractor must:

1.24.1.1. Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter CMP data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.

1.24.1.2. Enter aggregate, non-identifiable CMP data into the AFMC system on a monthly basis. The Contractor must ensure data entered includes:

1.24.1.2.1. Demographics;

1.24.1.2.2. Number of individuals served;

1.24.1.2.3. Number of CMP sessions attended per individual;

1.24.1.2.4. Number of individuals who completed the CMP;

1.24.1.2.5. Number of individuals who did not complete the CMP and reason(s) for non-completion;

1.24.1.2.6. Type, number, and cost of gift cards provided, per individual; and

1.24.1.2.7. Other CMP data as determined and requested by the Department.

1.24.2. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

1.25. Reporting

1.25.1. The Contractor will be providing the Department with aggregate data from its clients to support the Contract deliverables and will not be handling or storing regulated or identifiable data on the Department's behalf.

1.25.2. The Contractor must ensure at no time will the Contractor share its client personally identifiable information, protected health information, SUD or other state or federally regulated information with the Department verbally, digitally or hard copy in association with this Contract.

1.25.3. The Contractor must submit monthly reports to the Department, in a format approved by the Department. The Contractor must ensure monthly CMP reports include only aggregate and non-identifiable data including:

1.25.3.1. Demographics;

1.25.3.2. Number of individuals served;

1.25.3.3. Number of sessions individuals attended;

1.25.3.4. Number of individuals completing the CMP;

1.25.3.5. Number of individuals not completing the CMP and reason(s) non-completion;

1.25.3.6. Number and cost of incentives provided, per individual; and

1.25.3.7. Other CMP data as determined and requested by the Department.

1.25.4. The Contractor must submit monthly CMP Participant Survey results to the Department, in a format approved by the Department. The Contractor must ensure survey results data is aggregate and non-identifiable.

1.25.5. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.26. Staffing

1.26.1. The Contractor and its program staff must attend the CMP training, provided by the Department's designated trainer, prior to CMP

implementation.

1.26.2. The Contractor must recruit and maintain sufficient staff assigned to the CMP necessary to perform and carry out all of the functions, requirements, roles and duties as proposed. The Contractor must ensure CMP staff are trained:

1.26.2.1. On the program model prior to working in the program;

1.26.2.2. To safeguard the confidentiality, privacy, and information security of the participant information; and

1.26.2.3. Any access to Department databases shall require completion of Department information security training as required.

1.27. Performance Measures

1.27.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

1.27.1.1. 95% of participants complete the required sessions in the CMP;

1.27.1.2. 95% of participant assessments demonstrate the treatment plan was based on the participants strengths and identified motivational incentives; and

1.27.1.3. 90% of participants decreased to stopped stimulant use after 90 days of completion of the program as indicated through aftercare survey results

1.27.2. The Department may include other performance measures in the resulting contract(s).

1.28. State Opioid Response (SOR) Grant Standards

1.28.1. The Contractor must 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.

1.28.2. The Contractor must ensure all referrals of individuals to the Doorways are:

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

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

1.28.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of

Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD) or are at risk for such.

1.28.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.

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

1.28.5.1. Treatment in this context includes the treatment of OUD or StimUD.

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

1.28.5.3. This marijuana restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.

1.28.6. The Contractor must ensure Naloxone kits are available to individuals utilizing SOR funding.

1.28.7. If the Contractor intends to distribute Fentanyl test strips, the selected Applicant(s) must provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The selected Applicant(s) must ensure the utilization plan includes, but is not limited to:

1.28.7.1. Internal policies for the distribution of Fentanyl strips;

1.28.7.2. Distribution methods and frequency; and

1.28.7.3. Other key data as requested by the Department.

1.28.8. The Contractor must provide services to eligible individuals who:

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

1.28.8.2. Have co-occurring mental health disorders; or

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

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

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

1.28.11. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibits D through H and J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department must retain copyright ownership for any and all

original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

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

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, from the State Opioid Response (SOR) II Grant, as awarded on August 29, 2022, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA 93.788, FAIN H79TI083326.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
4. The Contractor must ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorder.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2023 Budget and Exhibit C-2, SFY 2024 Budget.
6. The Contractor must seek payment for services, as follows:
   6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   6.2. Second, the Contractor shall charge Medicare, if applicable.
   6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   6.4. Fourth, the Contractor shall charge the client in accordance with either the Contractor's Sliding Fee Scale Program or the Sliding Fee Scale provided by the Department.
   6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor must submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the

following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

8. The Contractor must ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices must not include any client protected health information or personally identifiable information and shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor must ensure:

8.1. Backup documentation includes, but is not limited to:

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

8.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

8.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

8.1.2.2. Attestation and time tracking templates, which are available from the Department upon request.

8.1.3. Invoices supporting expenses reported.

8.1.3.1. Unallowable expenses include, but are not limited to:

8.1.3.1.1. Amounts belonging to other programs.

8.1.3.1.2. Amounts prior to effective date of contract

8.1.3.1.3. Construction or renovation expenses.

8.1.3.1.4. Food or water.

8.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

8.1.3.1.6. Fines, fees, or penalties.

8.1.3.1.7. Cell phones and cell phone minutes for clients.

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

8.1.5. Cost center reports.

8.1.6. Profit and loss report.

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

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

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

8.2. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov or mailed to:

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

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

10. The Contractor agrees that invoices submitted late may be subject to non-payment.

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses 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.

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. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

14.1.1. 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.

14.1.2. 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.

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

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

dhhs.act@dhhs.nh.gov 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.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

14.3. 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.

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Community Council of Nashua, NH, Inc. DBA/ Greater Nashua Mental Health*

Budget Request for: *Contingency Management*

Budget Period *February 1, 2023 - June 30, 2023*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$14,838
2. Fringe Benefits	$4,155
3. Consultants	$0
4. , Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$2,188
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$938
5.(e) Supplies Office	$188
6. Travel	$250

DS

3/24/2023

8. (a) Other - Marketing/ Communications	$5,000
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
CONTINGENCY INCENTIVES	$5,100
CSQ-8 Client Satisfaction Questionnaire	$156
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$32,813
Total Indirect Costs	$3,281
TOTAL	$36,094

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New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Community Council of Nashua, NH, Inc. DBA/ Greater Nashua Mental Health*

Budget Request for: *Contingency Management*

Budget Period *July 1, 2023 - September 29, 2023*

Indirect Cost Rate (If applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$8,711
2. Fringe Benefits	$2,439
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$1,313
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$563
5.(e) Supplies Office	$113
6. Travel	

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7. Software	
8. (a) Other - Marketing/ Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
CONTINGENCY INCENTIVES	$3,050
CSQ-8 Client Satisfaction Questionnaire	$94
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$16,283
Total Indirect Costs	$1,628
TOTAL	**$17,911**

DS

3/24/2023

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 CW DS

Date 3/24/2023

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: Greater Nashua Mental Health

3/24/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

DS
Vendor Initials CW
Date 3/24/2023

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: Greater Nashua Mental Health

DocuSigned by:
Cynthia L Whitaker

3/24/2023
Date

Name: Cynthia L Whitaker
Title: President and CEO

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

Contractor Initials DS CW

Date 3/24/2023

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: Greater Nashua Mental Health

3/24/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

Contractor Initials DS CW
Date 3/24/2023

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.

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: Greater Nashua Mental Health

3/24/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Greater Nashua Mental Health

3/24/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

DS
Contractor Initials
3/24/2023
Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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: Greater Nashua Mental Health

3/24/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

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 UEI (SAM.gov) number for your entity is: KLQ5SMKH3NJ1

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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.

Business ID: **63050**

Certificate Number: **0005752978**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2022.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 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: **807172**

Certificate Number: **0005765726**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, James Jordan, 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 March 22, 2023, 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: 3/24/23

Signature of Elected Officer
Name: James Jordan
Title: Board Chair
Greater Nashua Mental Health

DocuSign Envelope ID: 20507F98-5501-4914-B3D7-C503F37F4864

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2023

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly H. Gutekunst, CIC PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: kgx@eatonberube.com
INSURED COMCO3 The Community Council of Nashua NH, Inc dba Greater Nashua Mental Health 100 West Pearl Street Nashua NH 03060	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Insurance Co INSURER B : Concord General Mutual — 20672 INSURER C : Granite State Health Care & Human Services Self In INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 596225848 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			OPS158619810	11/12/2022	11/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20038992	11/12/2022	11/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMS0028391	11/12/2022	11/12/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HCHS20220000591	1/1/2023	1/1/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS158619810	11/12/2022	11/12/2023	Each Claim Aggregate	$5,000,000 $5,000,000

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

Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION 30 days/10 days non-payment

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

Marc R Berube

GNMH Greater Nashua Mental Health

Greater Nashua Mental Health

Mission Statement

Empowering all people to thrive through excellent care, community engagement, and a commitment to innovation and growth.

GREATER NASHUA MENTAL HEALTH

Statements of Activities and Changes in Net Assets

11/30/2022

Statements of Activities	Actual Current Month	Monthly Budget	$ Variance	% Variance	Actual YTD	YTD Budget	$ Variance	% Variance	Annual Budget
Net Service Fees	1,314,855	1,509,403	(194,548)	-13%	7,277,060	7,547,013	(269,953)	-4%	18,112,830
Grant & Contract Revenue	396,217	508,382	(112,166)	-22%	1,833,751	2,541,910	(708,159)	-28%	6,100,585
Public Support	41,731	10,833	30,898	285%	89,608	54,167	35,441	65%	130,000
Other Revenues	5,419	1,308	4,111	314%	16,017	6,542	9,476	145%	15,700
Total Revenue	1,758,222	2,029,926	(271,704)	-13%	9,216,437	10,149,631	(933,195)	-9%	24,359,115
Salaries & Wages	1,068,165	1,133,112	(64,947)	-6%	5,339,688	5,665,559	(325,871)	-6%	14,730,454
Incentive Based Pay	-	-	-		-	-	-		320,797
Benefits	258,043	250,245	7,798	3%	1,024,844	1,251,226	(226,382)	-18%	3,002,943
Payroll Taxes	76,686	93,331	(16,645)	-18%	386,706	466,655	(79,949)	-17%	1,119,972
Total Personnel	1,402,894	1,476,688	(73,794)	-5%	6,751,238	7,383,441	(632,203)	-9%	19,174,167
% of Total Expense	*80.19%*	*80.63%*	*-0.44%*	-0.55%	*80.89%*	*80.63%*	0.26%	0.32%	*81.83%*
Expenses									
Professional Services	56,942	74,909	(17,967)	-24%	331,223	374,544	(43,321)	-12%	898,905
Locum Tenens	-	-	-		-	-	-		-
Staff Development & Recognition	26,859	38,924	(12,065)	-31%	104,834	194,619	(89,785)	-46%	467,086
Utilities	12,363	11,091	1,272	11%	68,747	55,454	13,292	24%	133,090
Occupancy	43,964	48,542	(4,578)	-9%	175,962	242,710	(66,748)	-28%	582,503
Supplies & Equipment	23,191	15,651	7,541	48%	117,669	78,253	39,415	50%	187,808
Software & Technology	36,687	33,535	3,153	9%	174,178	167,673	6,506	4%	402,414
Travel & Meals	17,924	19,933	(2,009)	-10%	62,176	99,664	(37,488)	-38%	239,195
Communications	43,168	33,629	9,539	28%	198,291	168,145	30,146	18%	403,548
Client Support	22,248	16,016	6,232	39%	70,806	80,079	(9,273)	-12%	192,190
Insurance	31,903	25,108	6,794	27%	128,305	125,542	2,764	2%	301,300
Dues & Publications	5,269	5,716	(446)	-8%	33,927	28,578	5,349	19%	68,586
Other Expenses	2,052	4,626	(2,574)	-56%	11,427	23,131	(11,704)	-51%	55,515
Depr & Amort	24,045	27,083	(3,039)	-11%	117,455	135,417	(17,961)	-13%	325,000
Total Non Labor	346,614	354,762	(8,148)	-2%	1,595,001	1,773,808	(178,808)	-10%	4,257,140
% of Total Expense	*19.81%*	*19.37%*	*0.44%*		*19.11%*	*19.37%*	*-0.26%*	-1%	*18.17%*
Total Expenses	1,749,508	1,831,450	(81,942)	-4%	8,346,239	9,157,249	(811,010)	-9%	23,431,307
Total Operating Revenue	1,758,222	2,029,926	(271,704)	-13%	9,216,437	10,149,631	(933,195)	-9%	24,359,115
Net Operating Margin	8,714	198,476	(189,763)	-96%	870,198	992,382	(122,184)	-12%	927,809
% Net Operating Margin	*0.50%*	*9.78%*	*-9.28%*		*9.44%*	*9.78%*	-0.34%		*3.81%*
Investments									
Realized & Unrealized Gain/(Loss)	88,246	4,167	84,080	2018%	66,018	20,833	45,184	217%	50,000
Interest & Dividends	19,132	4,167	14,966	359%	34,590	20,833	13,757	66%	50,000
Investment Fees	(13)	(1,542)	1,529	99%	(9,383)	(7,708)	(1,675)	-22%	(18,500)
Net Investment Gain/(Loss)	107,366	6,792	100,574	1481%	91,225	33,958	57,266	169%	81,500
% of Net Margin	*92.49%*	*3.31%*	*89.18%*		*9.49%*	*3.31%*	*6.18%*		*8.07%*
Net Margin	116,080	205,268	(89,189)	-43%	961,423	1,026,341	(64,918)	-6%	1,009,309
% Net Margin	*6.22%*	*10.08%*	*-3.86%*		*10.33%*	*10.08%*	*0.25%*		*4.13%*

Greater Nashua Mental Health
Statements of Financial Position
November 30, 2022

	Current Month	Prior Month	$ Change from prior month	Prior FYE 6/30/2022	$ Change from prior FYE
Assets					
Cash	15,117,542	15,277,440	(159,898)	15,165,671	(48,129)
Cash Equivalents	152,442	140,467	11,975	125,261	27,181
Total Cash & Cash Equivalents	**15,269,984**	**15,417,907**	**(147,923)**	**15,290,932**	**(20,948)**
Accounts Receivable	621,852	641,415	(19,563)	589,913	31,939
A/R Grants	1,171,853	1,102,501	69,352	980,082	191,771
Allowance for Doubtful Accts	(225,750)	(246,467)	20,717	(213,675)	(12,076)
Net Account Receivable	**1,567,955**	**1,497,449**	**70,506**	**1,356,320**	**211,635**
Prepaid Expenses	415,646	188,695	226,951	253,732	161,914
Endowment	2,043,090	1,959,379	83,711	1,990,726	52,364
Total Current Assets	**19,296,675**	**19,063,430**	**233,245**	**18,891,710**	**404,965**
Property Plant & Equip	7,536,317	7,529,508	6,809	7,503,114	33,203
Accumulated Depreciation	(4,503,093)	(4,479,048)	(24,045)	(4,385,638)	(117,455)
Net PP&E	**3,033,224**	**3,050,460**	**(17,236)**	**3,117,476**	**(84,252)**
Total Assets	**22,329,899**	**22,113,890**	**216,009**	**22,009,186**	**320,713**
Liabilities and Net Assets					
Accrued Payroll & PTO Liability	1,292,783	1,311,866	(19,083)	2,342,646	(1,049,863)
Accrued Expenses	274,987	297,741	(22,754)	368,960	(93,973)
Estimated Third-Party Liability	1,186,485	1,044,719	141,766	683,359	503,126
Total Current Liabilities	**2,754,255**	**2,654,326**	**99,929**	**3,394,965**	**(640,710)**
Total Liabilities	**2,754,255**	**2,654,326**	**99,929**	**3,394,965**	**(640,710)**
Open Balance Net Assets	18,614,221	18,614,221	-	16,117,104	2,497,117
Increase / (Decrease) in Net Assets	961,423	845,343	116,080	2,497,117	(1,535,694)
Total Net Assets	**19,575,644**	**19,459,564**	**116,080**	**18,614,221**	**961,423**
Total Liabilities & Net Assets	**22,329,899**	**22,113,890**	**216,009**	**22,009,186**	**320,713**
Net Assets					
Unrestricted	15,746,946	15,630,866	116,080	14,785,523	961,423
Replacement Fund	-	-	-	-	-
Building Fund	-	-	-	-	-
Building & Capital Asset Reserve	-	-	-	-	-
Operating Reserve	-	-	-	-	-
Board Designated	3,500,000	3,500,000	-	3,500,000	-
Restricted	328,698	328,698	-	328,698	-
Total Net Assets	**19,575,644**	**19,459,564**	**116,080**	**18,614,221**	**961,423**

GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS (2023)

ROBERT S. AMREIN, ESQ.
- *Retired: Attorney / Consultant*

PAMELA BURNS – Vice Chair
- *Retired: Dental Hygienist*

JAMES FASOLI – Emeritus Board
- *Retired: BAE*

JAMES R. JORDAN – Board Chair
- *President/CEO Adaptive Techniques & Concepts LLC*

LIEUTENANT CHARLES MACGREGOR
- *Nashua Police Department*

REV. FATHER THOMAS A. MOSES
- *Priest, Melkite Diocese of Newton*

ELIZABETH SHEEHAN
- *Retired: HR Director*

KRISTEN SHEPPARD, LICSW
- *Sheppard Behavioral Care & Consulting*

MARY ANN SOMERVILLE
- *Retired: Software design, development, support*

EDMUND SYLVIA – Treasurer
- *Retired: BAE*

DIANE VIENNEAU- Secretary
- *Nashua School District*

Julie L. Christenson-Collins,
L.I.C.S.W

Summary of Qualifications:

- Seasoned clinical professional with 15 years supervisory and managerial experience in diverse, fast-paced, and outcomes-driven settings.
- Ability to facilitate and lead effective team initiatives such as the development and implementation of policies and procedures, improved documentation standards, and programming initiatives to achieve targeted outcomes and programgoals.
- Promotes use of metrics and outcomes data to strengthen and enhance service quality.

Professional Experience:

Greater Nashua Mental Health, Nashua, New Hampshire

Program Manager, Substance Use Disorder Services and Drug Court **2021 – present**
Oversees fiscal and programmatic operations of GNMH's Substance Use Disorder services program including contract with NHBDAS. Continue coordination of Drug Court program.

Drug Court Coordinator **2016-2021**
Managed multidisciplinary program involving member agencies from local law enforcement, criminal justice, substance use disorder treatment, and peer recovery organizations. Managed grants and contracts with state and federal funders. Developed and coordinatedprogrammatic activities and initiatives to ensure achievement of program goals including the development of training activities and program policies supporting adherence to evidence-based practices. Established data collection procedures and analyzed program outcome data to evaluate progress toward program goals. Engaged team in strategizing and implementing initiatives to improve program quality. Provided oversight of the case management program. Promoted the program and garnered community support through outreach and marketing. Served as Peer Evaluator for other Drug Court Programs in New Hampshire.

Crittenton Women's Union, Brighton, Massachusetts (now known as EMPath) **2005 -2015**
Director of Residential Services (2012 – 2015)
Managed operations of 58-family congregate emergency shelter facility in accordance with contract requirements, agency mission, and best practices including staff management and development, program operations, policy and procedure development, budget, and contract management. Developed and coordinated activities and initiatives to ensure achievement of contract and program goals including safety and wellbeing of families, permanent housing placement, educational achievement, career advancement, and financialliteracy. Collected and analyzed program outcome data to evaluate progress toward program goals and report to funders.

Assistant Director of Case Management for Housing (2011 –

2012)Coordinator of Case Management Services (2005 -
2011)
Member of program management team, responsible for ensuring a safe, healthy program environment and high-quality case management services for up to 58 homeless families living in two congregate facilities. Oversaw and managed a team of seven case managers, including direct supervision of licensed clinical social workers. Developed and coordinated activities and initiatives to ensure achievement of contract and program goals related to case management such as permanent housing placement, educational achievement, career advancement, and financial literacy. Collected and analyzed program outcomes data to evaluate progress toward program goals and report to funders. Provided on-call support to case management and direct care staff for risk management issues. Provided assessment and clinical case management assistance to connect families in need of specialized services such as child welfareservices, substance abuse treatment services, and urgent psychiatric and mental health services and collaborated with specialized providers to support families' goals.

Children's Friend and Family Service, Salem, Massachusetts **2003 – 2005**

Outpatient Clinician
Provided outpatient therapy to diverse group of individuals and families, with focus on work with adolescents. Conducted initial psychosocial assessments and developed treatment plans. Documented work in accordance with agency and insurance requirements.Engaged family members in therapeutic work with children and adolescents. Collaborated with client's collateral service providers such as teachers, social workers, and psychopharmacology providers as needed.

Education and Licensure:

B.S. Human Service Studies
Cornell University
Ithaca, NY

MSW Clinical Social Work
Boston College
Chestnut Hill, MA

Licensed Independent Clinical Social Worker (L.I.C.S.W.) in the State of New Hampshire (license # 2621)

SABRINA DESHARNAIS

WORK EXPERIENCE:

Clinician
Substance Abuse Clinician, (contract various locations) 2017 to present

Completed client intakes and Biopsychosocial assessments. Developed client treatment plans. Conducted weekly Group counseling and individual counseling. Maintained client records of treatment and progress. Coordinated care for clients with other healthcare professionals. Created aftercare plan for clients. Completed client discharge summary plans. Treatment modalities used included, Motivational Interviewing, Cogitative Behavioral Therapy, Rational Emotive Behavior Therapy, Dialectical Behavior Therapy, Contingency Management and Community Reinforcement and Family Training

Substance Abuse, Case Manager, COPE Community Services, Tucson, AZ 2015 to 2016

Promoted positive behavioral change for clients. Oversaw all clinical care for clients. Coordinated and delivered services to clients. Completed client's core assessments, service plans, case management, crisis interventions, counseling, outreach, transportation of clients and individual client treatment needs.

WORK EXPERIENCE:

Dental Assistant Positions, Chair-side Assistant, Excel Family Dental, Quincy, MA, 2007-2014

Performed duties such as, pit and fissure sealants. All classes of resin composite restorations. Amalgam, temporary crown. Poured and trimmed models. Took and poured models for dentures. Fabricated custom trays and record base for dentures. Set-up trays and assisted during procedures; procedures include fillings, crown preps, Endo, simple extractions, and Ortho. Took and mounted X-ray. Sterilized instruments as prescribed by OSHA. Obtained and recorded patient information, including current treatment and conditions. Administrative duties included but not limited to, filing patient's documents, scanned x-rays and other documents at the patients' request, ordered supplies, answered telephone calls, transferred calls, scheduling appointments.

SKILLS

Counseling, Case Management, Documentation, Microsoft programs, Problem solving, Analysis skills, Administrative experience, Customer service, Data entry, Leadership experience, Organizational skills, Time Management, Presentation Skills, Excel, Abel Dent, Dentrix and Eagle soft, SMART, Methasoft

EDUCATION:

Master of Science in Addiction Counseling, Grand Canyon University, Phoenix AZ 2014 to 2016
Certified Dental Assistant, KDM Dental College, Calgary, AB 2007 to 2007
Bachelor of Science degree, Criminal Justice, Northeastern University, Boston, MA 2000 to 2003

Sherrie LeBlanc

Summary of Qualifications

Highly organized, detail oriented with many years of experience working with the public. Strong skills in making difficult decisions, able to multitask, committed to clients, customers and my employer. Strong job placement record. ACRE, CANS and ANSA certified.

Education

Associates Degree in Business Administration	1998
Husson University	
Bachelor's Degree in Criminal Justice	2005
Kaplan University	
Acre Training	2016
Relias Training	2016
CANS Certified	2019

Work History

Work Opportunities Unlimited — Manchester NH
Career Resource Specialist — 11/2015-12/2018 6/2019-present

- Placed numerous Supported Employment Clients in paid positions.
- Complete required Medicaid compliant documentation by established deadlines.
- Provide on-site career coaching to help clients overcome worksite barriers.
- Transport clients to and from vocational and community activities
- Provide peer mentoring to new employees through the companies peer mentorship program.

Pathways of Maine — Caribou, Me
Behavioral Health Professional/Care Coordinator — 1/2019-6/2019

- Provide support to individuals with disabilities/developmental delays.
- Attended all trainings, team meetings and supervision as scheduled.
- Completed all required paperwork in a timely manner.

Aroostook Area Agency on Aging — Presque Isle, ME
Nutrition/Administrative Assistant — 06/2014 - 08/2015

- Entered customer data in SAMS computer system
- Schedule and complete assessments on individuals for Meals on Wheels program
- Reconciled of monthly bill for the Meals for Wheels program

University of Maine Cooperative Extension — Presque Isle, ME
Program Aide — 10/2011 - 09/2012

- Scheduled and enrolled eligible clients in the Eat Well Nutrition program.
- Provided accurate and up to date information on proper nutrition
- Presented accurate nutrition information to local schools, organizations and individuals.
- Attended all mandatory meetings and trainings to remain current on nutrition information to perform job requirements.

Aroostook Mental Health Center — Fort Fairfield, ME
Children's Counselor — 10/2008 -12/2010

- Observed client activities, prepared meals; and updated client files.
- Established goals and guided clients to achieve goals set forth in Individual Service Plan.
- Organized, prioritized and documented in client files to meet State of Maine standards.

REFERENCES UPON REQUEST

Donna Albertelli Collins

Development and Communications Manager

Core Competencies and Skills

❖ Web & Print Content Development	❖ Prospect Research, Cultivation & Stewardship	❖ Website Management & Updates
❖ Grant Writing/Reporting	❖ Events Coordination	❖ Social Media Posting
❖ Public & Media Relations	❖ Database Expertise	❖ Sponsorship Procurement

Software Expertise

- ❖ Donor Perfect
- ❖ Word Press
- ❖ Constant Contact
- ❖ Microsoft Office Suite
- ❖ Facebook
- ❖ Twitter
- ❖ Share Point
- ❖ Sage FR50

Professional Experience

5/13 – 10/16: ***Development Manager, Harbor Homes/PFSL, Nashua, NH***

Reported directly to the CEO and managed all aspects of the Development Department for all six agencies affiliated with the *Partnership for Successful Living, a collaboration of nonprofits working to eradicate homelessness, providing housing, health care and a vast array of supportive services,* with a combined budget of $33,000,000.

- ❖ Raised **$450,000 annually** in donations (not including grants)
- ❖ Purchased, implemented, and trained department colleagues on Donor Perfect
- ❖ Produced multiple reports to ensure goals were being reached
- ❖ Conducted prospect research and engaged in donor cultivation and stewardship
- ❖ Generated abundant printed articles in local media through press releases
- ❖ Crafted and produced digital media content, revenue-generating newsletters (online and printed), agency brochures, mailings, reports, advertisement copy, and other written collateral
- ❖ Planned, coordinated and orchestrated successful fundraising events
- ❖ Ensured donors were properly thanked in a timely manner
- ❖ Maintained and updated a large, complex website for all six agencies
- ❖ Managed all other social media including multiple Facebook pages and Twitter accounts

Donna Albertelli Collins

[redacted]

Development and Communications Manager

12/09 – 5/13 ***Grant Writer, Harbor Homes/PFSL, Nashua, NH***

- **Doubled** organization's grant awards in first year and continued to increase grant capacity for all six agencies
- Wrote successful foundation, city, corporate, sponsorship grants, and grant reports, under explicit deadlines
- Managed all monetary and in-kind donations
- Maintained a donor database of over 6,500 donors
- Facilitated building openings, annual community events, facility tours

Previous Work Experience

Marketing Representative, Piedmont Airlines, Boston, MA

Education

Rivier University, Nashua, NH
Master's in Education, School Counseling, With Distinction

University of Massachusetts, Boston, MA
Bachelor of Arts, Psychology, Magna cum laude

Recent Self Study

- Advanced Microsoft Excel
- Introduction to Graphic Design and Image Editing
-

Community Council of Nashua, NH DBA/
GREATER NASHUA MENTAL HEALTH

Key Personnel – 3/17.23 - 6.30.23

Name	Job Title	% Paid from this Contract	Amount Paid from this Contract
Julie Christenson-Collins	Director of SUD Services and Integrated Care	0%	$0
Sabrina Desharnais	Substance Use Disorder Services Coordinator	10%	$3002
Sherrie Leblanc	Case Manager	30%	$5129
VACANT	CRSW Peer Recovery Support Specialist	30%	$5116
Donna Albertelli Collins	Marketing Coordinator	2%	$693
IT Support	TBD	5%	$899

Community Council of Nashua, NH DBA/
GREATER NASHUA MENTAL HEALTH

Key Personnel – 7.1.23 – 9.29.23

Name	Job Title	% Paid from this Contract	Amount Paid from this Contract
Julie Christenson-Collins	Director of SUD Services and Integrated Care	0%	$0
Sabrina Desharnais	Substance Use Disorder Services Coordinator	10%	$1800
Sherrie Leblanc	Case Manager	30%	$3075
VACANT	CRSW Peer Recovery Support Specialist	30%	$3067
Donna Albertelli Collins	Marketing Coordinator	2%	$396
IT Support	TBD	4%	$373

Subject: RFP-2023-DBH-08-EFFEC-03
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

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 Hope on Haven Hill, Inc.		1.4 Contractor Address 158 US Route 108, Suite D, Dover, NH 03820	
1.5 Contractor Phone Number 603-841-5353	1.6 Account Number 05-95-92-920510-70400000-074-500589	1.7 Completion Date 9/29/2023	1.8 Price Limitation $69,550
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Kerry Norton 1444381692434F6... Date: 3/21/2023		1.12 Name and Title of Contractor Signatory Kerry Norton Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D058D4C63442... Date: 3/22/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By DocuSigned by: Robyn Guarino 748734844941460...		On: 3/22/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS kN
Date 3/21/2023

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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Date 3/21/2023

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.

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Date 3/21/2023

New Hampshire Department of Health and Human Services
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must develop and implement a behavioral-based intervention Contingency Management Program (CMP) for individuals receiving outpatient treatment for Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD).

1.2. The Contractor must ensure the CMP is available statewide, to individuals who:

1.2.1. Are residents of or are experiencing homelessness in NH;

1.2.2. Are aged 18 and older; and

1.2.3. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for an Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD) as determined by a:

1.2.3.1. Licensed counselor; or

1.2.3.2. An unlicensed counselor who:

1.2.3.2.1. Is under the supervision of a licensed counselor; or

1.2.3.2.2. Is working toward licensure; and

1.2.3.2.3. Has completed the required coursework for licensure, as required by:

1.2.3.2.3.1. NH Board of Alcohol and Other Drug Use Providers;

1.2.3.2.3.2. NH Board of Mental Health Practice; or

1.2.3.2.3.3. NH Board of Psychology.

1.3. The Contractor ensure the Contingency Management Program (CMP) provides positive reinforcement for evidence of desired behavioral change to individuals receiving outpatient treatment for OUD and/or StimUD. The Contractor must ensure CMP services:

1.3.1. Are provided in conjunction with existing evidence-based Intensive Outpatient (IOP) and Outpatient (OP) levels of care;

1.3.2. Are informed by peer-reviewed research and evidence specific to contingency management for pregnant and parenting people.

1.3.3. Are based on strengths of the individual;

1.3.4. Are based on evidence of the individual's specific, defined, and positive behavioral change;

1.3.5. Address the individual's ambivalence about decreasing substance use;

1.3.6. Create the opportunity to establish positive expectations;

1.3.7. Allow the individual to have power in decision making regarding their treatment; and

1.3.8. Assist the individual to modify their behaviors to achieve and sustain recovery.

1.4. The Contractor must ensure CMP development includes focus groups with individuals receiving existing outpatient services, to identify needs and receive feedback on program development.

1.5. The Contractor must provide the Department with Program Summary for review and approval within 10 days of the contract effective date. The Contractor must ensure the Summary clearly outlines the proposed CMP including, but not limited to:

1.5.1. Program structure and policies.

1.5.2. A matrix of available incentives and associated target behaviors for each. The Contractor must ensure incentives:

1.5.2.1. Are valuable and desirable to the Participant:

1.5.2.2. Are awarded to the Participant at time of targeted behavior achievement;

1.5.2.3. Increase in value weekly as the Participant demonstrates consistency in achieving the targeted behavior;

1.5.2.4. Do not exceed a value of $15 per incentive, per Participant; and

1.5.2.5. Do not exceed a total value of $75 per Participant, per year; and

1.5.2.6. Are in no way construed as influencing client or external partner perceptions of parenting skills or resources.

1.5.3. Frequency for incentive award and distribution that ensures program participants have multiple opportunities throughout the course of their treatment to receive incentives.

1.5.4. Internal process for tracking incentive award and distribution.

1.6. The Contractor must provide individuals who meet the criteria, described in Section 1.2, with detailed program information and offer them the opportunity to participate in the program. The Contractor must ensure CMP information includes, but is not limited to:

1.6.1. Program overview including, but not limited to:

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1.6.1.1. Clear and detailed expectations of the targeted behavior(s).

1.6.1.2. How the targeted behavior(s) is/are measured.

1.6.1.3. How incentives are earned and distributed.

1.6.1.4. Duration of program.

1.6.2. Program structure and policies including but not limited to:

1.6.2.1. Enrollment.

1.6.2.2. Data collection.

1.6.2.3. Surveys.

1.6.2.4. Discharge.

1.7. The Contractor must ensure all individuals who choose to participate in the CMP (herein after referred to as Participants), and their guardian if applicable, receive, review, and sign an informed consent prior to program participation. The Contractor must ensure informed consent includes, but is not limited to:

1.7.1. Risks and benefits of participation.

1.7.2. Notice of privacy practices shall be provided to the Department upon request.

1.7.3. Notice of ability to rescind consent at any time.

1.8. The Contractor must ensure the signed informed consent form is kept in the Participant's CMP record.

1.9. The Contractor must ensure eligible participants who decline to participate in the CMP:

1.9.1. Will not be denied any treatment services for which they are eligible; and

1.9.2. Will be offered the opportunity to enroll during their next scheduled SUD treatment services appointment.

1.10. The Contractor must ensure Participants who are discharged from the CMP are given the opportunity to reapply for admission to the program.

1.11. The Contractor must meet with Participants weekly for CMP check-in. During weekly CMP check-in, the Contractor must:

1.11.1. Update the Participant on the number of weeks they have participated in the program and the number of weeks remaining;

1.11.2. If the Participant has achieved the targeted behavior(s), the Contractor must provide the Participant with:

1.11.2.1. Positive reinforcement for the behavior(s); and

1.11.2.2. The corresponding earned incentive.

1.11.3. If the Participant has not achieved the targeted behavior(s), the Contractor must:

1.11.3.1. Discuss and problem solve any barriers to program attendance or participation.

1.11.3.2. Offer support and encouragement to take positive steps and continue to engage in their recovery efforts.

1.11.4. Assist the Participant connecting with community-based services to support treatment and recovery as applicable.

1.12. The Contractor must ensure earned incentives are awarded to Participants at the time of targeted behavior(s) achievement.

1.13. The Contractor must ensure Participant records related to the CMP are recorded and maintained separate from the Participant's clinical outpatient record.

1.14. The Contractor must ensure the CMP is implemented to fidelity. The Contractor must:

1.14.1. Consult with the Department on CMP adaptations, as needed, to meet the needs of the individuals served; and

1.14.2. Ensure CMP adaptations are not implemented prior to, or without, Department approval.

1.15. The Contractor must conduct continuous quality improvement to determine needs or modifications.

1.16. The Contractor must ensure the CMP is implemented no later than 90 days after the contract approval date.

1.17. The Contractor must comply with all current and future federal and state laws, rules, and regulations, regarding this scope of work.

1.18. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

1.19. The Contractor must participate in meetings with the Department, on a monthly basis, or as otherwise requested by the Department.

1.20. Program Marketing

1.20.1. The Contractor must develop marketing materials to be used for program outreach. The Contractor must ensure CMP marketing materials:

1.20.1.1. Educate individuals receiving services and service providers about the CMP including, but not limited to:

1.20.1.1.1. Benefits and successes of using this approach in conjunction with other evidence-based treatment modalities;

1.20.1.1.2. Program overview.

1.20.1.1.3. Program structure and policies.

1.20.2. The Contractor must ensure all CMP-related marketing materials are submitted to the Department for review and approval prior to distribution of materials.

1.21. CMP Aftercare Surveys

1.21.1. The Contractor must administer CMP Aftercare Surveys, as provided by the Department, to each participant upon discharge from the CMP, to assess overall program experience, satisfaction, and outcomes.

1.21.2. The Contractor must utilize a digital survey software, e.g. Survey Monkey or equivalent, to administer survey, collect participant responses, and analyze survey results. The Contractor must ensure surveys:

1.21.2.1. Allow for only anonymous responses, so participants feel safe in giving honest feedback;

1.21.2.2. Shall not elicit a response that would collect personally identifiable, meaning information that would allow for the constructive identification of any individual and that there is no reasonable basis to believe the data could be used, alone or in combination with, other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information, protected health, SUD, or other state or federally regulated information;

1.21.2.3. Are reviewed and approved by the Department prior to distribution; and

1.21.2.4. Are reviewed and utilized for program enhancement and improvement.

1.21.3. The Contractor must ensure survey results data are aggregate and de-identified.

1.21.4. The Contractor must share aggregate, non-identifiable survey results with the Department as requested.

1.22. Data Entry Requirements

1.22.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports the CMP Contract deliverables. The

Contractor must:

1.22.1.1. Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter CMP data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.

1.22.1.2. Enter aggregate, non-identifiable CMP data into the AFMC system on a monthly basis. The Contractor must ensure data entered includes:

1.22.1.2.1. Demographics;

1.22.1.2.2. Number of individuals served;

1.22.1.2.3. Number of CMP sessions attended per individual;

1.22.1.2.4. Number of individuals who completed the CMP;

1.22.1.2.5. Number of individuals who did not complete the CMP and reason(s) for non-completion;

1.22.1.2.6. Type, number, and cost of gift cards provided, per individual; and

1.22.1.2.7. Other CMP data as determined and requested by the Department.

1.22.2. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

1.23. Reporting

1.23.1. The Contractor will be providing the Department with aggregate data from its clients to support the Contract deliverables and will not be handling or storing regulated or identifiable data on the Department's behalf.

1.23.2. The Contractor must ensure at no time will the Contractor share its client personally identifiable information, protected health information, SUD or other state or federally regulated information with the Department verbally, digitally or hard copy in association with this Contract.

1.23.3. The Contractor must provide monthly reports to the Department, in a

format approved by the Department. The Contractor must ensure monthly CMP reports include only aggregate and non-identifiable data including:

1.23.3.1. Demographics;

1.23.3.2. Number of individuals served;

1.23.3.3. Number of sessions individuals attended;

1.23.3.4. Number of individuals completing the CMP;

1.23.3.5. Number of individuals not completing the CMP and reason(s) non-completion;

1.23.3.6. Number and cost of gift cards provided, per individual; and

1.23.3.7. Other factors as determined by the Department.

1.23.4. The Contractor must submit monthly CMP Participant Survey results to the Department, in a format approved by the Department. The Contractor must ensure survey results data is aggregate and non-identifiable.

1.23.5. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

1.24. Staffing

1.24.1. The Contractor and its program staff must attend the CMP training, provided by the Department's designated trainer, prior to CMP implementation.

1.24.2. The Contractor must recruit and maintain sufficient staff assigned to the CMP necessary to perform and carry out all of the functions, requirements, roles and duties as proposed. The Contractor must ensure CMP staff are trained:

1.24.2.1. On the program model prior to working in the program;

1.24.2.2. To safeguard the confidentiality, privacy, and information security of the participant information; and

1.24.2.3. Any access to Department databases shall require completion of Department information security training as required.

1.25. Performance Measures

1.25.1. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

1.25.1.1. 95% of participants complete the required sessions in the CMP;

1.25.1.2. 95% of participant assessments demonstrate the treatment plan was based on the participants strengths and identified motivational incentives; and

1.25.1.3. 90% of participants decreased to stopped stimulant use after 90 days of completion of the program as indicated through aftercare survey results

1.25.2. The Department may include other performance measures in the resulting contract(s).

1.26. State Opioid Response (SOR) Grant Standards

1.26.1. The Contractor must 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.

1.26.2. The Contractor must ensure all referrals of individuals to the Doorways are:

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

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

1.26.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD) or are at risk for such.

1.26.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.

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

1.26.5.1. Treatment in this context includes the treatment of OUD or StimUD.

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

1.26.5.3. This marijuana restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.

1.26.6. The Contractor must ensure Naloxone kits are available to individuals utilizing SOR funding.

1.26.7. If the Contractor intends to distribute Fentanyl test strips, the selected Applicant(s) must provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The selected Applicant(s) must ensure the utilization plan includes, but is not limited to:

1.26.7.1. Internal policies for the distribution of Fentanyl strips;

1.26.7.2. Distribution methods and frequency; and

1.26.7.3. Other key data as requested by the Department.

1.26.8. The Contractor must provide services to eligible individuals who:

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

1.26.8.2. Have co-occurring mental health disorders; or

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

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

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

1.26.11. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Exhibits D through H and J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically

Appropriate Programs and Services

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must be required for the operation of the said facility

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

4. Records

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

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

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

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, from the State Opioid Response (SOR) II Grant, as awarded on August 29, 2022, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA 93.788, FAIN H79TI083326.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
4. The Contractor must ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorder.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2023 Budget and Exhibit C-2, SFY 2024 Budget.
6. The Contractor must seek payment for services, as follows:
   6.1. First, the Contractor shall charge the client's private insurance or other payor sources.
   6.2. Second, the Contractor shall charge Medicare, if applicable.
   6.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
      6.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
      6.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   6.4. Fourth, the Contractor shall charge the client in accordance with either the Contractor's Sliding Fee Scale Program or the Sliding Fee Scale provided by the Department.
   6.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
7. The Contractor must submit an invoice and supporting backup documentation in a form satisfactory to the State by the fifteenth (15th) working day of the

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following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

8. The Contractor must ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices must not include any client protected health information or personally identifiable information and shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor must ensure:

8.1. Backup documentation includes, but is not limited to:

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

8.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

8.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

8.1.2.2. Attestation and time tracking templates, which are available from the Department upon request.

8.1.3. Invoices supporting expenses reported.

8.1.3.1. Unallowable expenses include, but are not limited to:

8.1.3.1.1. Amounts belonging to other programs.

8.1.3.1.2. Amounts prior to effective date of contract

8.1.3.1.3. Construction or renovation expenses.

8.1.3.1.4. Food or water.

8.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

8.1.3.1.6. Fines, fees, or penalties.

8.1.3.1.7. Cell phones and cell phone minutes for clients.

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

8.1.5. Cost center reports.

8.1.6. Profit and loss report.

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

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

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

8.2. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov or mailed to:

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

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

10. The Contractor agrees that invoices submitted late may be subject to non-payment.

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses 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.

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. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

14.1.1. 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.

14.1.2. 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.

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

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

dhhs.act@dhhs.nh.gov 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.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

14.3. 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.

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget Sheet RFP-2023-DBH-08-EFFEC

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *Hope on Haven Hill*
Budget Request for: *Contingency Management Program*
Budget Period: *2/1/2023-6/30/2023*
Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS.	Budget Narrative *Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.*
1. Salary & Wages	$22,328	
2. Fringe Benefits	$4,589	
3. Consultants	$5,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
CM Program Client Incentives	$7,500	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$39,517	
Total Indirect Costs	$3,952	
TOTAL	$43,469	

Contractor Initials: HN

Date: 3/21/2023

Exhibit C-2 Budget Sheet RFP-2023-DBH-08-EFFEC

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *Hope on Haven Hill*
Budget Request for: *Contingency Management Program*
Budget Period: 7/1/2023-9/29/2023
Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS	Budget Narrative *Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.*
1. Salary & Wages	$13,397	
2. Fringe Benefits	$2,813	
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
CM Program Client Incentives	$7,500	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$23,710	
Total Indirect Costs	$2,371	
TOTAL	$26,081	

Contractor Initials: MN

Date: 3/21/2023

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1:3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Vendor Initials _____

3/21/2023
Date _____

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: Hope on Haven Hill

3/21/2023
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

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: Hope on Haven Hill

3/21/2023
Date

DocuSigned by:
Kerry Norton
1444301B0243AFB...
Name: Kerry Norton
Title: Executive Director

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Vendor Initials

3/21/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

3/21/2023
Date

DocuSigned by:
Kerry Norton
144430159243AF6...
Name: Kerry Norton
Title: Executive Director

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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Contractor Initials _____

Date 3/21/2023

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: Hope on Haven Hill

3/21/2023
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

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: Hope on Haven Hill

3/21/2023
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

DS
KN
Contractor Initials
3/21/2023
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 (UEI #)
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: Hope on Haven Hill

3/21/2023
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

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 UEI (SAM.gov) number for your entity is: RTFM!1TNJE65

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOPE 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: **0005773219**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael J. Murphy, Treasurer of Hope On Haven Hill Inc., 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 Hope On Haven Hill Inc.
(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 March 8, 2023, at which a quorum of Directors/shareholders were present and voting.
(Date)

VOTED: That Kerry Norton Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Hope On Haven Hill 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 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: March 10, 2023

Signature of Elected Officer
Name: Michael J. Murphy
Title: Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2023

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net
INSURED Hope on Haven Hill, Inc. P O Box 1272 Rochester NH 03867	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Wesco Insurance Co 25011 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			WPP1871968	08/01/2022	08/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			WPP1871967 02	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			WPP1871968	08/01/2022	08/01/2023	each incident annual aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

DocuSign Envelope ID: 6E0D97EE-0B71-4EA3-9465-104CA0102BCF

HOPEONH-01 DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2023

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

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

PRODUCER	CONTACT NAME:	
Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite State Health Care & Human Services Self Insured Group	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hope on Haven Hill, Inc.
PO Box 1272
Rochester, NH 03866

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A		HCHS20222000001	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of NH - Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Donna P. Beaudoin

Our Mission

Hope on Haven Hill's mission is to support recovery and nurture the health and wellbeing of pregnant and parenting women with substance use disorder and their children by ensuring access to quality treatment and services.

Email: info@hopeonhavenhill.org

Facebook: https://www.facebook.com/hopeonhavenhill

Website: https://www.hopeonhavenhill.org/

Mailing Address: Hope on Haven Hill, PO Box 1272, Rochester, NH 03866

Phone: 603-841-5353

HOPE ON HAVEN HILL

AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

HOPE ON HAVEN HILL, INC.

AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

INDEPENDENT AUDITORS' REPORT

January 17, 2023

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

Opinion

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, 2022 and 2021, and the related statements of activities and change in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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, 2022 and 2021, 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.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Hope on Haven Hill, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Hope on Haven Hill, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

CUMMINGS LAMONT & McNAMEE, PLLC

"Trusted Advisors for over 60 years!"

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In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Hope on Haven Hill, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Hope on Haven Hill, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Cummings, Lamont & Vachon, PLLC

Certified Public Accountants
Stratham, New Hampshire

HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash	$ 202,038	$ 177,500
Medical billing receivable	589,093	83,032
Grant receivable	-	200,000
Other current assets	7,230	778
Total Current Assets	798,361	461,310
PROPERTY AND EQUIPMENT		
Buildings	1,077,168	1,077,168
Land	109,917	109,917
Equipment	37,725	37,725
Furniture and fixtures	37,767	37,767
Vehicles	28,318	28,318
Leasehold improvements	171,555	171,555
Construction in progress	364,703	-
	1,827,153	1,462,450
Less Accumulated depreciation	141,094	94,026
Total Property and Equipment, Net	1,686,059	1,368,424
OTHER ASSETS		
Cash, board designated	450,000	450,000
Cash, restricted	2,485,705	1,000,000
Total Current Assets	2,935,705	1,450,000
Total Assets	$ 5,420,125	$ 3,279,734

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

	2022	2021
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	$ 159,639	$ 20,620
Accrued expenses	47,112	28,228
Current portion of long-term debt	32,131	31,893
Total Current Liabilities	238,882	80,741
LONG-TERM LIABILITIES		
Note payable, net of current portion	-	31,849
PPP loan	-	172,300
Total Long-Term Liabilities	-	204,149
Total Liabilities	238,882	284,890
NET ASSETS		
Net assets without donor restrictions	2,695,538	1,794,844
Net assets with donor restrictions	2,485,705	1,200,000
Total Net Assets	5,181,243	2,994,844
Total Liabilities and Net Assets	$ 5,420,125	$ 3,279,734

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2022

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	$ 407,821	$ -	$ 407,821
Grants	677,599	-	677,599
PPP loan	172,300	-	172,300
Employee Retention Tax Credit	108,225	-	108,225
Insurance reimbursement revenue	648,176	-	648,176
Fundraising	245	-	245
Rental income	20,164	-	20,164
Donated stock	17,714	-	17,714
In-kind donations	5,356	-	5,356
Other income	4,155	-	4,155
Interest income	4,525	-	4,525
Gain (loss) on disposal of donated stock	(1,609)	-	(1,609)
Net assets released from restrictions	564,703	(564,703)	-
Total Support and Revenue	2,629,374	(564,703)	2,064,671
EXPENSES			
Program Services	1,220,111	-	1,220,111
Supporting Services:			
Management and general	344,693	-	344,693
Fundraising	108,438	-	108,438
Total Supporting Services	453,131	-	453,131
Total Expenses	1,673,242	-	1,673,242
Changes in Net Assets from operations	956,132	(564,703)	391,429
OTHER INCOME (EXPENSE)			
Capital campaign donations	-	1,850,408	1,850,408
Capital campaign expenses	(55,438)	-	(55,438)
Total Other Income (Expense)	(55,438)	1,850,408	1,794,970
Changes in Net Assets	900,694	1,285,705	2,186,399
NET ASSETS, Beginning of Year	1,794,844	1,200,000	2,994,844
NET ASSETS, End of Year	$ 2,695,538	$ 2,485,705	$ 5,181,243

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2021

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	$ 167,840	$ -	$ 167,840
Grants	539,328	200,000	739,328
PPP loan	186,600	-	186,600
Insurance reimbursement revenue	475,430	-	475,430
Fundraising	550	-	550
Rental income	21,309	-	21,309
Other income	5,014	-	5,014
Interest income	1,530	-	1,530
Gain (loss) on disposal of property and equipment	(7,314)	-	(7,314)
Net assets released from restrictions	29,471	(29,471)	-
Total Support and Revenue	1,419,758	170,529	1,590,287
EXPENSES			
Program Services	1,169,015	-	1,169,015
Supporting Services:			
Management and general	279,192	-	279,192
Fundraising	87,276	-	87,276
Total Supporting Services	366,468	-	366,468
Total Expenses	1,535,483	-	1,535,483
Changes in Net Assets from operations	(115,725)	170,529	54,804
OTHER INCOME (EXPENSE)			
Capital campaign donations	-	1,000,000	1,000,000
Capital campaign expenses	(42,251)	-	(42,251)
Total Other Income (Expense)	(42,251)	1,000,000	957,749
Changes in Net Assets	(157,976)	1,170,529	1,012,553
NET ASSETS, Beginning of Year	1,952,820	29,471	1,982,291
NET ASSETS, End of Year	$ 1,794,844	$ 1,200,000	$ 2,994,844

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2022

	Program Services	Management and General	Fundraising	Total
Salaries and wages	$ 740,632	$ 167,877	$ 79,001	$ 987,510
Professional fees	66,751	47,657	4,616	119,024
Payroll taxes	63,545	14,404	6,778	84,727
Employee benefits	60,049	13,611	6,405	80,065
Office expense	36,183	34,344	3,985	74,512
Repair and maintenance	42,664	19,941	317	62,922
Direct services	51,025	-	-	51,025
Depreciation	42,361	2,353	2,353	47,067
Rent	20,202	20,202	-	40,404
Insurance	19,454	7,839	807	28,100
Utilities	22,298	5,499	-	27,797
Memberships and registrations	17,149	1,120	573	18,842
Telephone and internet	8,278	4,139	1,380	13,797
Website	6,205	3,103	1,034	10,342
Auto expenses	7,445	-	-	7,445
Taxes	6,572	-	-	6,572
Advertising	3,459	-	-	3,459
Dues and subscriptions	2,379	132	132	2,643
Meals and entertainment	218	2,242	-	2,460
Miscellaneous expenses	1,487	74	-	1,561
Fundraising	-	-	928	928
Travel	583	44	102	729
Interest expense	697	-	-	697
Payroll service charges	249	56	27	332
Licenses and permits	226	56	-	282
	$ 1,220,111	$ 344,693	$ 108,438	$ 1,673,242

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2021

	Program Services	Management and General	Fundraising	Total
Salaries and wages	$ 589,928	$ 133,717	$ 62,926	$ 786,571
Office expense	223,928	33,218	3,903	261,049
Professional fees	60,652	29,685	3,201	93,538
Employee benefits	53,048	12,024	5,658	70,730
Payroll taxes	46,973	10,647	5,010	62,630
Repair and maintenance	34,661	14,746	586	49,993
Rent	21,399	21,399	-	42,798
Insurance	26,360	8,756	1,783	36,899
Depreciation	31,465	1,748	1,748	34,961
Direct services	33,195	-	-	33,195
Utilities	13,112	3,278	-	16,390
Telephone and internet	7,776	3,888	1,296	12,960
Memberships and registrations	10,784	660	673	12,117
Miscellaneous expenses	4,326	4,572	-	8,898
Auto expenses	2,608	-	-	2,608
Payroll service charges	1,789	405	191	2,385
Dues and subscriptions	1,850	103	103	2,056
Taxes	1,628	-	-	1,628
Travel	1,132	85	198	1,415
Meals and entertainment	1,004	117	-	1,121
Interest expense	811	-	-	811
Licenses and permits	586	144	-	730
	$ 1,169,015	$ 279,192	$ 87,276	$ 1,535,483

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENTS OF CASH FLOWS

YEARS ENDED JUNE 30,

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 2,186,399	$ 1,012,553
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	47,067	34,961
Forgiveness of PPP loan	(172,300)	(186,600)
Donated stock	(17,714)	-
(Gain) loss on donated stock	1,609	-
(Gain) loss on disposal of property and equipment	-	7,314
Changes in assets and liabilities that used (provided) cash:		
Medical billing receivable	(506,061)	(151,697)
Grant receivable	200,000	-
Other current assets	(6,452)	(778)
Accounts payable	(11,836)	16,093
Accrued expenses	18,884	(31,458)
Net cash provided by (used in) operating activities	1,739,596	700,388
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of property and equipment	-	1,500
Proceeds from sale of investments	16,105	-
Purchase of property and equipment	(213,847)	(559,518)
Net cash provided by (used in) investing activities	(197,742)	(558,018)
CASH FLOWS FROM FINANCING ACTIVITIES:		
PPP loan	-	172,300
Payments on long-term debt	(31,611)	(31,496)
Net cash provided by (used in) financing activities	(31,611)	140,804
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,510,243	283,174
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,627,500	1,344,326
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 3,137,743	$ 1,627,500
CASH SUMMARY		
Cash	$ 202,038	$ 177,500
Cash, board designated	450,000	450,000
Cash, restricted	2,485,705	1,000,000
Total Cash	$ 3,137,743	$ 1,627,500

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENTS OF CASH FLOWS

YEARS ENDED JUNE 30,

	2022	2021
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest expense	$ 697	$ 811

There was no cash paid during 2022 and 2021 for taxes on income.

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Construction in progress in accounts payable	$ 150,855	$ -

There were no noncash financing activities for the years ended June 30, 2022 and 2021.

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

Note 1 - Summary of Significant Accounting Policies

Nature of Activities - Hope on Haven Hill, Inc. (The Organization) was organized November 25, 2015. The Organization is a level 3.1 and 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers who are in recovery. The Organization was established to provide a nurturing, therapeutic home environment for women with substance use disorder who are seeking recovery, and their children. The organization also provides ASAM LOC 1.0 outpatient counseling services through individual and group counseling, as well as ASAM LOC 2.1 Intensive Outpatient Program for individuals with substance use disorder.

In December 2016, the Organization opened an eight-bed residential facility, which provides a safe home with comprehensive addiction treatment services, including group and individual therapy, 12-step programs, smoking cessation seminars, family therapy, parenting classes, educational, job, and life coaching, and case management, to support women and their families in their recovery from addiction.

In August 2019, the Organization opened a second facility, Abi's Place, an eight-room transitional recovery house, for mothers in recovery and their children. Abi's Place offers women who have completed a residential program the opportunity to live in a transitional setting that offers assistance with employment, childcare, and continued recovery support.

The Organization opened a new multipurpose building "the Red Barn" on the residential property in 2021, which has allowed for expanded residential programming activities such as yoga, art, and group therapy. Additionally, the Organization's Intensive Out Patient (IOP) program grew in late 2020/early 2021, requiring the need to lease additional space for expanded outpatient programming.

In the summer of 2021, the Organization kicked off a major capital campaign in order to build a new health and wellness center on property it already owns adjacent to Abi's Place, the recovery house located in Rochester, NH. The Organization started construction in 2022 and expects to move into the building in early 2023. The Organization's administrative offices and outpatient services will be relocated to the new center, which will also allow the Organization to expand its childcare offerings, open a thrift shop, and operate a demonstration kitchen for increasing clients' skills.

Finally, the Organization purchased a duplex property adjacent to Abi's Place, on the side opposite the proposed location for the new health and wellness center, for the purpose of rehabbing it and obtaining NH Section 8 housing certification, to further assist mothers in recovery and their children with housing.

Basis of Accounting - The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Organization follows the provisions of FASB Accounting Standards Update (ASU) No. 2016-14, Presentation of Financial Statements for Not-for-Profit Entities. In accordance with these provisions, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions, accordingly, net assets and changes therein are classified as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that 1) may or will be met either by actions of the Organization and/or the passage of time or 2) they be maintained permanently by the Organization.

Cash and Cash Equivalents - For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Organization maintains cash balances at several banks. From time to time during the years ended June 30, 2022 and 2021, the Organization's bank account balances may have exceeded federally insured limits. Management has evaluated this risk and considers it to be a normal business risk.

Note 1 - Summary of Significant Accounting Policies (continued)

Donated Assets - Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Donations of inventory items held for resale are recognized when sold because the Organization does not have an objective measurement for determining fair value.

Donated Services - Donated services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

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. Actual results could differ from those estimates.

Income Tax Status - The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, donations to the Organization qualify for the charitable contribution deduction under Section 170(b)(1)(A), and the Organization has been classified as an organization that is not a private foundation under Section 509(a)(2).

The federal informational tax return of the Organization is subject to examination, generally for three years after the returns are filed.

Grants and Medical Billing Receivables - Grants and medical billing receivable are stated at the amount management expects to collect from outstanding balances. Management considers medical billing receivable to be delinquent based on the date of unpaid invoices. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a reduction to medical billing receivable. There was no allowance for doubtful accounts as of June 30, 2022 and 2021. The Organization does not require collateral when extending credit.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, which is 5 to 30 years and a value over $1,000. Normal repairs and maintenance are expensed as incurred. Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies net assets with restrictions to net assets without restrictions at that time.

Contributions - Unconditional promises to give are recognized as revenue when the underlying promises are received by the Organization. Gifts of cash and other assets are reported as net assets with restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without restrictions and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. Restricted contributions which are both received and released within the same year are recorded as net assets without restrictions

Note 1 - Summary of Significant Accounting Policies (continued)

Functional Allocation of Expenses - The expenses of providing various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain expenses have been allocated among the programs and supporting services benefited. Allocations may be direct or indirect according to the type of expense incurred. The expenses that have been allocated include salaries, payroll taxes and employee benefits which have been allocated based on an estimation of time and effort and professional fees, repairs and maintenance, rent, utilities, insurance, office expenses, telephone and internet and memberships and registrations which have been allocated based on an estimation of usage and consumption.

Advertising Costs - The Organization's policy is to expense advertising costs as they are incurred. Advertising expense totaled $3,459 for the year ended June 30, 2022. There was no advertising expense for the year ended June 30, 2021.

Note 2 – Line of Credit

In January 2017 the Organization obtained a line of credit from a financial institution in the amount of $24,999. In July 2017 the amount was increased to $50,000. The line bears interest at the Wall Street Journal Prime Rate plus 1.50% with a floor of 5.25%. The interest rate was 6.25% and 5.25% at June 30, 2022 and 2021, respectively. The line is secured by all personal property of the Organization. There was no interest expense paid on the line during the years ended June 30, 2022 and 2021.

Note 3 - Note Payable

The following summarizes the Organization's long-term debt obligations as of June 30,:

Terms	Security	2022	2021
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of $2,692. The loan has a fixed interest rate of 1.00% and matures in March 2023.	Building	$ 32,131	$ 63,742
Total Debt		32,131	63,742
Less: current portion		32,131	31,893
		$ -	$ 31,849

Interest expense under this debt agreement amounted to $697 and $811 for the years ended June 30, 2022 and 2021, respectively.

Future minimum principal payments under the agreement are as follows at June 30,:

2023	$ 32,131

Note 4 - Restrictions and Limitations of Net Asset Balances

Net assets with restrictions consisted of the following at June 30,:

	2022	2021
Capital campaign – facility expansion	$ 2,485,705	$ 1,000,000
Grant receivable	-	200,000
Total net Assets with Restrictions	$ 2,485,705	$ 1,200,000

The sources of net assets released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time or other events specified by donors were as follows for the years ended June 30,:

	2022	2021
Playscapes	$ -	$ 19,471
Capital campaign – facility expansion	364,703	-
Grant receivable	200,000	-
Transportation	-	10,000
Total Net Assets Released from Restrictions	$ 564,703	$ 29,471

Net assets without donor restrictions consisted of the following at June 30,:

	2022	2021
Board Designated:		
Facilities	$ 225,000	$ 225,000
Capital campaign	225,000	225,000
Total Board Designated	450,000	450,000
Undesignated	2,245,538	1,344,844
Total Net Assets Without Restrictions	$ 2,695,538	$ 1,794,844

Note 5 - Leases

The Organization entered into a new lease for an office space location in September 2019. The lease commenced on November 1, 2019 and calls for monthly rent of $3,336. The lease terminates in October 2022 and the Organization has the option to extend for two additional terms of one year each. The base rent of the lease increases annually by 2.00% and the first increase is scheduled for November 2020. Total rent paid under this lease was $40,032 for the years ended June 30, 2022 and 2021. Future rental payments under this lease will be $13,884 in 2023.

Note 6 - Retirement Plan

In January 2019 the Organization adopted a Simple IRA plan. All full-time employees are eligible to participate in the plan. The Organization's matching contributions under this plan totaled $16,016 and $11,436 for the years ended June 30, 2022 and 2021, respectively.

Note 7 - Concentration of Credit Risk

The Organization derived approximately 24% and 32% of its operating revenue and support from a government agency for the years ended June 30, 2022 and 2021, respectively. Additionally, one donor accounted for 55% of restricted other income for the year ended June 30, 2022, and another donor accounted for 100% of restricted other income for the year ended June 30, 2021.

Note 8 - Liquidity and Availability of Resources

The Organization has the following financial assets available within one year of the balance sheet date to meet cash needs for general expenditure:

Cash and cash equivalents	$ 202,038
Medical billing receivable	589,093
Total	$ 791,131

None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. As part of the Organization'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 9 - Environmental Remediation

In late September 2020, the Organization was made aware of potential lead contamination issue at its residential treatment center. The Organization completed a formal risk assessment in October 2020. The results of the risk assessment indicated a limited number of windows, doors and a pantry cabinet contained lead paint. The Organization closed the residential treatment center and retained a local vendor to complete the facility remediation. The Organization has invested approximately $137,345 to remediate the facility. Additional tests were conducted in late November, December, and mid-January to confirm the lead abatement efforts had been successful. The residential treatment center was opened on January 20, 2021.

Note 10 - Purchase Commitment

In 2022 the Organization entered into a contract for the construction of a new facility. The total cost of the project is estimated at $2,800,000. The total amount paid under this contract was $274,837 for the year ended June 30, 2022.

Note 11 - PPP Loans and Other COVID Related Activity

Starting in March 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (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. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of January 17, 2023, management believes that a material impact on the Organization's position and results of future operations is reasonably possible.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. The initial legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and later by the Consolidated Appropriations Act of 2021, to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, 3) delays due dates for employer payroll taxes and estimated tax payments for organizations, and 4) revises provisions of the Internal Revenue Code (or IRC if defined elsewhere), including those related to losses, charitable deductions, and business interest. The Consolidated Appropriations Act of 2021 continued or expanded many of the CARES Act initiatives. The Organization applied for and received a loan of $186,600 under the CARES Act. The expenditure of the proceeds is subject to certain terms and conditions which may result in the loan being partially or fully forgiven. The Organization applied for full forgiveness which was granted in February 2021. The loan has met the criteria for inclusion in income as of June 30, 2021. The Organization received a second loan of $172,300 in April 2021. The Organization applied for and received full forgiveness in October 2021. The loan has met the criteria for inclusion in income as of June 30, 2022.

The Organization applied for and received $108,225 in Employee Retention Tax Credits under the CARES Act.

Note 12 - Subsequent Events

Subsequent events have been evaluated by management through January 17, 2023 which is the date the financial statements were available to be issued. There there were no subsequent events that were material to the financial statements at January 17, 2023.

Board of Directors

As of January 2023

Susan Daigle - **Chair of Board** Community Activist/Educator [redacted] Term Ending: 9/2026	Amanda Davis-Bacon - **Vice Chair** Owner of Savvi Strategies [redacted] Term Ending: 6/2028
Dr. Rebecca Bananski - **Secretary** Physician, Garrison Women's Health Wentworth Douglass Hospital [redacted] Term Ending: 9/2026	Michael Murphy, CPA - **Treasurer** Certified Public Accountant/Partner Murphy, Powers & Wilson, P.C. [redacted] Term Ending: 12/2023
Nick Couturier President/Principal Broker New Space Real Estate [redacted] Term Ending: 02/2025	Kristine LeBlanc Financial Controller Summit Land Development [redacted] Term Ending: 11/2027
Jillian Mulrooney Human Resources Manager NH Public Defender Program [redacted] Term Ending: 10/2024	Brandy Rickaby Family Services Manager New Generation Inc. [redacted] Term Ending: 11/2027
Elizabeth Torrance, AVP, Community Relations and Social Responsibility Manager Kennebunk Savings Bank [redacted] Term Ending: 9/2026	

Kerrylee Norton, RN
[redacted]

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

Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP

License(s)

Licensed Clinical Mental Health Counselor (NH 2118) — Renewal Date: 2/26/2023
NH Board of Mental Health Practice

Master Licensed Alcohol and Drug Counselor (NH 1212) — Renewal Date: 6/30/2023
NH Board of Licensing for Alcohol and Other Drug Counselors

Licensed Clinical Professional Counselor (ME CC6570) — Renewal Date: 2/29/2024
ME Board of Counseling Professionals Licensure

National Certified Counselor — Renewal Date: August 2023
National Board for Certified Counselors

Certified Clinical Trauma Professional — Renewal Date: 9/9/2023
Evergreen Certifications

Education

M.S. Walden University, 2016 — Human Services (Policy, Analysis & Planning)

M.S. Wilmington University, 2013 — Community Counseling

B.S. Wilmington University, 2005 — Psychology

Experience

Clinical Director — May 2019-Present
Hope on Haven Hill, Rochester, NH
Provides clinical coordination and direction to all Hope on Haven Hill (HHH) staff. Training development for clinical and support staff. Responsible for oversight of all clinical program implementation and changes, and responsible for ensuring that all clinical staff from all programs receive clinical supervision. Meet with members of the Clinical Team for weekly one-on-one supervision, and facilitate group supervision weekly for all staff. Works directly with the Executive Director and Director of Operations to ensure that policies and procedures are followed, communication is maintained, and reporting requirements are met with all funding and state agencies. Utilize the American Society of Addiction Medicine (ASAM) Assessment and dimensions to ensure access to appropriate levels of care for all clients seeking treatment. Oversees quality assurance to ensure accurate documentation is recorded in client records, trauma-responsive care is provided throughout the continuum of care provided by HHH. Facilitate clinical groups (Relapse Prevention, CBT, DBT, Anger Management, Seeking Safety), individual substance use, and mental health counseling and crisis support.

Adult ACT Clinician — October 2016-May 2019
Center for Life Management, Derry, NH
Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP

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 meetings. Develop and implement a Yoga for Mental Health group 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 training 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.

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 program. 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 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
Early Childhood & Family Mental Health Certification, Advanced Renewal: 11/7/2023
NH DHHS Child Development Bureau and New Hampshire Association for Infant Mental Health

200-hour Yoga Teacher Training February 2018
Yoga Life Institute NH, Exeter NH

Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP

DBT Skills Training for Borderline Personality Disorder — April 2017
Mental Health Center of Greater Manchester

Danger Assessment Certification — September 2011
Danger Assessment Training Program; John Hopkins School of Nursing

Maury Elsasser

[redacted]

PROFESSIONAL SUMMARY

Licensed in Maine and New Hampshire to provide counseling and clinical supervision for addiction. Value-based care and harm-reduction acumen serving the marginalized youth, adults, families, and all stakeholders in the opioid epidemic securing outcomes that matter to all. Forty-two years of concurrent personal recovery from cultural, family, trauma, and addiction with professional practices as a counselor, clinical supervisor, program director in a plethora of treatment settings that include:

- Hospitals
- Outpatient, Intensive Outpatient
- Wilderness Adventure (Outward Bound)
- High school
- Opioid Treatment Program
- Telehealth - Medication Assisted Treatment

SKILLS SUMMARY

Communication

- Empathy; in listening with a passion for accurate empathy (MI)
- Facilitator of mediation and conflict resolution
- Professional in written and verbal communication

Technical Skills

- Advanced/Intermediate hardware abilities with internal computer architecture
- Microsoft Office; Excel, Word, Outlook, PowerPoint, EHR

Supervision/Leadership

- Asserts poise and calm in chaos
- Earnest respect of others
- Motivates and empowers others through affirming feedback and focus on outcomes.
- Diversity and culturally competent
- Models authentic leadership and accountability
- High ethics of responsibility and accountability vicarious liability and informed consent
- Authentic experiential teacher and trainer seizing here and now teaching moment
- Agile with changes
- System thinker and problem solver

TRAINING/CERTIFICATES

WorkReadyNH Program Certificate *– March 2, 2020 to April 2, 2020*

Professional Soft Skills Course in a simulated workplace setting to learn and practice Effective Communication, Team Building, Critical Thinking, Decision Making, Conflict Resolution

National Career Readiness Certificate – Gold Level *– Test date: August 14, Issued August 16, 2020*

Evidence-based credential that certifies the essential skills for workplace success in Applied Math, Workplace Documents, and Graphic Literacy

- Workplace Documents Level 7
- Applied Math Level 6
- Graphic Literacy Level 5

GREAT BAY COMMUNITY COLLEGE – Portsmouth, NH

Maury Elsasser
[redacted]

EDUCATION

BACHELOR OF ARTS — PSYCHOLOGY – FEBRUARY 22, 1992
PRESCOTT COLLEGE - Prescott, AZ

PROFESSIONAL ASSOCIATE IN ALCOHOL AND DRUG ABUSE STUDIES.– AUGUST 31, 1982
UNIVERSITY OF SOUTH DAKOTA - Vermillion, SD

WORK EXPERIENCE

COUNSELOR
PURSUECARE LLC - Middletown, CT
November 2020 thru Present
Telehealth counselor in MAT for opioid dependent patients.

COUNSELOR
HEALTH CARE RESOURCE CENTERS - Newington, NH
October 2016 thru November 13, 2019
Primary counselor and team member in methadone treatment program for opioid dependence. Provided evidenced-based care for 50 to 60 patients in individual, Group and Family counseling.

PROGRAM DIRECTOR
HEALTH CARE RESOURCE CENTERS - Somersworth, NH
May 2014 to October 2016
Provided leadership, oversight and direction of daily operations of two methadone clinics in Somersworth and Newington, New Hampshire. Facilitated billing transition from bundled-rate to fee-for-service, and company reorganizing positions titles and duties in Billing and Medical and Clinical department as well as name change. In response to the epidemic of opioid overdoses provided community outreach that increased access to treatment.

CLINICAL MANAGER
HEALTH CARE RESOURCE CENTERS - Somersworth, NH
June 2010 to May 2014
Continued to assist Clinical Director and Program Director in providing bundled-rate addiction services by providing oversight of Clinical Supervisors in three clinics Somersworth, Newington and Hudson. Supervised staff development, training/education of value-based care focusing on patient outcomes valuing the therapeutic alliance. Facilitated Patient Advisory and Community Advisory Committees the moral owners of the program measuring patient outcomes are treated with dignity and respect a therapeutic environment. Subsequently increasing patient retention and census and meeting and exceeding CARF standards thus earning 3-year CARF accreditation.

SENIOR COUNSELOR
HEALTH CARE RESOURCE CENTERS - Somersworth, NH
November 2005 to June 2010
Assisted Clinical Director and Program Director in providing bundled-rate addiction services. Supervised staff development, training/education of value-based care focusing on patient outcomes or valuing the therapeutic alliance and the environment that reflection mission. That patients are treated with dignity and respect a therapeutic environment. Subsequently increasing patient retention and census and the opening of a new clinic in Newington in 2006 and 2 more 3-year CARF Accreditation.

Maury Elsasser
[redacted]

SUBSTANCE ABUSE CLINICIAN

HEALTH CARE RESOURCE CENTERS - Somersworth, NH
August 2003 to November 2005
First counselor in Opioid Agonist Treatment start-up in Somersworth provided direct care at a bundled rate. Provided individual, group, family and case management services to an initial caseload of 5 that grew to 50-60 patients. Bundled rate enabled focus on on the therapeutic alliance and the strategy of long-term care of a chronic condition. Growth continued to over 150 patients and expansion of 3 more counseling positions and promotion to Senior Counselor and Three-year CARF Accreditation.

LICENSES/CERTIFICATIONS

Licensed Alcohol Drug Counselor – New Hampshire License #0383
June 2021 to June 2023
Licensed Clinical Supervisor – New Hampshire License #0036
June 2021 to June 2023
CCS Certified Clinical Supervisor – Maine License #CCS4336
November 2020 to November 2021
Licensed Alcohol Drug Counselor – Maine License #LC2386
November 2020 to November 2021

ORGANIZATIONS

NHADACA/NHTIAD New Hampshire Alcohol & Drug Abuse Counselors Association/New Hampshire Training Institute on Addictive Disorders - Member
NAADAC - The Association for Addiction Professionals - Member
ICHOM - International Consortium for Healthcare Outcome Measurement – Workgroup Member
ICCE - International Center for Clinical Excellence - Member

Alicia Jarvis

Objective

University of New England Generalist year MSW student seeking field placement. Hard-working critical thinker eager to learn and contribute to your organization's mission and goals

Experience

2013 - present
Jarvis Household, Stratham, NH - *Stay at home parent*

2009-2013
Great Bay Kids Co., Exeter, NH - *Pre-k Teacher*

- Plan and implement classroom curriculum for children ages 4 & 5
- Classroom management & discipline. Parent conferences and communication, child assessments
- Coordination of an intergenerational program between Riverwoods Retirement home and my classroom

2007-2009
Prime Buchholz & Associates, Portsmouth, NH - *Administrative Assistant*

- Client service and relationship management
- Editing financial reports
- Responsible for implementing and teaching staff professional development
- Coordinating meetings with portfolio managers for clients

Education

2021-(expected graduation 2023)

University of New England, Biddeford, ME - *Master of Social Work (in progress)*

2002-2006
Gordon College, Wenham, MA - *Bachelor of Science in Early Education & Bachelor of Arts in Psychology*, Graduated Magna cum Laude

Volunteer

Acorn School Board Member, Chair of Personnel and Scholarship committees 2019-2021

Strong Bonds Facilitator (marriage counseling program), U.S. Army 2007-2009

MICHAELA BULLAMORE

PROFESSIONAL SUMMARY

Hardworking Student working on Socia Work degree and enthusiastic about learning field inside and out. Pursues opportunities to learn new skills and contribute to group success. Offers strong administrative, relationship-building and problem-solving abilities.

SKILLS

- Hospitality and accommodation
- Facility safety
- Daily reporting
- Planning
- Time management
- Critical thinking
- Multitasking
- Scheduling

EXPERIENCE

Cashier
August 2017 - June 2019
Whirlygigs Toy Shop | Exeter , NH

- Balanced cash drawer at beginning and end of each shift.
- Engaged with customers while completing cash register transactions.
- Maintained clean, organized, and well-stocked checkout areas.
- Stocked store shelves and end-caps with merchandise.
- Provided information to customers on products or services.
- Fixed checkout merchandise displays with continuous resets during down periods.
- Maintained accurate register totals by carefully counting and securing cash.
- Recorded daily transactions precisely to avoid errors and keep logs accurate.

Housing Support
June 2020 - July 2020
Waypoint | Dover, NH

- Maintained case notes in tracking system and complete records on each participant admitted to housing assistance program.
- Coordinated room checks and inspections
- Helped with TANF and food stamp paperwork
- Maintained a health and safe environment for the clients.
- Completed client paperwork and progress notes.
- Helped keep the house clean and organized chores among the clients.

Cashier
September 2020 - Current
Haydens Sports | Durham , NH

- Maintained clean, organized, and well-stocked checkout areas.
- Engaged with customers while completing cash register transactions.
- Stocked store shelves and end-caps with merchandise.
- Provided information to customers on products or services.
- Gave customers information about upcoming promotions and available items.
- Assisted with price markdowns and merchandise changes on shelves.
- Approached and solved problems with initiative and sound judgment.
- Discussed promotions and special offers to customers to increase sales.
- Assembled online order pickups and loaded purchases in vehicles.
- Prevented losses by watching for suspicious behavior.
- Enhanced shopping experiences, directing or escorting to product locations on sales floor.
- Fixed checkout merchandise displays with continuous resets during down periods.
- Monitored checkout stations for adequate cash availability.
- Maintained accurate register totals by carefully counting and securing cash.
- Covered multiple store areas by cross-training in different roles.
- Promoted customer satisfaction by supporting merchandise selection, returns, and exchanges.

EDUCATION

Exeter High School , Exeter, NH — June 2019
Student of the month

Social Work and Justice Studies Minor — May 2023
University of New Hampshire, Durham , NH

Lisa M. Pollard, MBA, C.P.M. [redacted] (h)
[redacted] (o)
[redacted]

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/RFIs/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.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerry Norton, RN	Executive Director		8%	
Beth O'Dell	Clinical Director		10%	
Maury Elsassner	Licensed Clinician/LADC – IOP		10%	
Alicia Brown (prev. Jarvis)	Clinical Case Manager		10%	
Vacant	Clinical Case Manager		10%	
Michaela Bullamore	Data Coordinator		50%	
Lisa Pollard	Operations Director		8%	