ARC

Lori Weaver
Interim Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
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May 23, 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 a **Sole Source** amendment to an existing contract with Headrest (VC#175226-R001), Lebanon, NH for continued 988 Suicide and Crisis Lifeline services, by increasing the price limitation by $664,982 from $1,013,781 to $1,678,763 and by extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023, upon Governor and Council approval. 21 % Federal Funds. 79% General Funds.

The original contract was approved by Governor and Council on January 22, 2020, item #14, amended on May 19, 2021, item #20, and most recently amended on June 29, 2022, item #30.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-922010-41170000 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH & HUMAN SERVICES, HHS: BEHAVIORAL HEALTH, DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
2021	102-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
2022	102-500731	Contracts for Prog Svc	92204117	$230,000	$0	$230,000
2023	102-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
2024	102-500731	Contracts for Prog Svc	92204117	$0	$250,000	$250,000
2025	102-500731	Contracts for Prog Svc	92204117	$0	$250,000	$250,000
			Subtotal	***$830,000***	***$500,000***	***$1,330,000***

05-92-92-920010-25940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, 988 GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500585	Grants For Pub Asst And Rel	92012594	$171,781	$0	$171,781
2024	074-500585	Grants For Pub Asst And Rel	92012594	$0	$164,982	$164,982
			Subtotal	***$171,781***	***$164,982***	***$336,763***

05-95-92-922010-41200000 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH & HUMAN SERVICES, HHS: BEHAVIORAL HEALTH, DIV OF, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500585	Grants For Pub Asst And Rel	92254120	$12,000	$0	$12,000
			Subtotal	***$12,000***	***$0***	***$12,000***
			Total	**$1,013,781**	**$664,982**	**$1,678,763**

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion dates beyond the available renewal options and add funding. The Contractor is New Hampshire's primary lifeline center accepting 988 suicide and crisis lifeline calls, texts and chats from the national lifeline network. Since 9-8-8's launch in July of 2022 the Contractor has answered over 9,500 calls for the state of New Hampshire. The Contractor is also a vital part of New Hampshire's Rapid Response system and works with the Access Point to dispatch Rapid Response Teams to those in a mental health or substance misuse crisis.

The purpose of this request is for the Contractor to continue to accept text, chat, and phone services as one of two 988 Suicide and Crisis Lifelines.

Approximately 12,000 call/text/chat contacts per year will be primarily handled by the Contractor during State Fiscal Years 2024 and 2025.

The Contractor will continue to provide chat, text, and phone functions for 988 Suicide and Crisis Lifeline, which offers free and confidential emotional support to people in a suicidal crisis or emotional distress twenty-four (24) hours per day, seven (7) days per week, 365 days per year. The Contractor's trained staff will continue to provide individuals with information and referral services, personal support, crisis intervention, suicide intervention, and referrals for immediate and follow-up services by continuing to collaborate with the Department's behavioral health Rapid Response Access Point Contractor, when necessary, to dispatch Rapid Response (mobile crisis) Teams.

The Department will monitor services by reviewing monthly reports submitted by the Contractor.

Should the Governor and Council not authorize this request, individuals who are at risk for suicide will not have a telephone, chat, or text lifeline available as resources, and will lose critical intervention support services. Recent research shows that for every death by suicide, there are 135 people impacted by the death.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.243, H79SM086074, Assistance Listing Number #93.958, B09SM085371.

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 Weaver
Interim Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Suicide Hotline Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Headrest ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2020, (Item #14), as amended on May 19, 2021 (Item #20), as amended on June 29, 2022, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

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

   $1,678,763.

3. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2., to read:

   2. This Agreement is funded by:

      2.1. 1% Federal funds, Block Grants for Community Mental Health Services, as awarded on 5/17/21, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM085371.

      2.2. 20% Federal funds, NH's strategy to address overall capacity, consistency, and quality of 988 services, as awarded on 4/15/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN B79SM086074.

      2.3. 79% General funds.

      2.4. The Contractor shall use the funding in accordance with Exhibit A, Scope of Services, Section 2.2.

4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5., Subsection 5.1. to read:

   5.1. 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 B-1, Budget through Exhibit B-7, Amendment #3, Budget.

5. Add Exhibit B-5, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-6, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-7, Amendment #3, Budget, Which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023 upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/30/2023
Date

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

Headrest

5/30/2023
Date

DocuSigned by:
Judith Caprio
Name: Judith Caprio
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/30/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

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

Contractor Name: Headrest

Project Title: Suicide Hotline Services

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 312,388.00	$ -	$ 312,388.00	$ 143,114.00	$ -	$ 143,114.00	$ 169,274.00	$ -	$ 169,274.00
2. Employee Benefits	$ 55,858.00	$ -	$ 55,858.00	$ 13,179.00	$ -	$ 13,179.00	$ 42,479.00	$ -	$ 42,479.00
3. Consultants	$ 10,341.00	$ -	$ 10,341.00	$ 5,171.00	$ -	$ 5,171.00	$ 5,170.00	$ -	$ 5,170.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00
Repair and Maintenance	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ 5,000.00	$ 5,000.00	$ -	$ -	$ -	$ -	$ 5,000.00	$ 5,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -
6. Travel	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 6,404.00	$ 6,404.00	$ -	$ 3,202.00	$ 3,202.00	$ -	$ 3,202.00	$ 3,202.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 5,575.00	$ -	$ 5,575.00	$ -	$ -	$ -	$ 5,575.00	$ -	$ 5,575.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 8,000.00	$ 8,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 2,000.00	$ 2,000.00
Insurance	$ -	$ 13,801.00	$ 13,801.00	$ -	$ 6,901.00	$ 6,901.00	$ -	$ 6,900.00	$ 6,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 4,150.00	$ -	$ 4,150.00	$ -	$ -	$ -	$ 4,150.00	$ -	$ 4,150.00
10. Marketing/Communications	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00
11. Staff Education and Training	$ 5,500.00	$ -	$ 5,500.00	$ 2,500.00	$ -	$ 2,500.00	$ 3,000.00	$ -	$ 3,000.00
12. Subcontracts/Agreements	$ -	$ 5,400.00	$ 5,400.00	$ -	$ 5,400.00	$ 5,400.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 394,612.00	$ 48,605.00	$ 443,217.00	$ 164,964.00	$ 28,253.00	$ 193,217.00	$ 229,648.00	$ 20,352.00	$ 250,000.00
Indirect As A Percent of Direct		12.3%							

DS

Contractor Initials

5/30/2023

Date

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

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

Contractor Name: Headrest

Project Title: Suicide Hotline Services

Budget Period: July 1, 2024 - June 30, 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 328,008.00	$ -	$ 328,008.00	$ 154,584.00	$ -	$ 154,584.00	$ 173,424.00	$ -	$ 173,424.00
2. Employee Benefits	$ 55,658.00	$ -	$ 55,658.00	$ 13,179.00	$ -	$ 13,179.00	$ 42,479.00	$ -	$ 42,479.00
3. Consultants	$ 10,341.00	$ -	$ 10,341.00	$ 5,171.00	$ -	$ 5,171.00	$ 5,170.00	$ -	$ 5,170.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00
Repair and Maintenance	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ -	$ -
6. Travel	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 6,404.00	$ 6,404.00	$ -	$ 3,202.00	$ 3,202.00	$ -	$ 3,202.00	$ 3,202.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 5,575.00	$ -	$ 5,575.00	$ -	$ -	$ -	$ 5,575.00	$ -	$ 5,575.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 8,000.00	$ 8,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 2,000.00	$ 2,000.00
Insurance	$ -	$ 13,801.00	$ 13,801.00	$ -	$ 6,901.00	$ 6,901.00	$ -	$ 6,900.00	$ 6,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
10. Marketing/Communications	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00
11. Staff Education and Training	$ 5,500.00	$ -	$ 5,500.00	$ 2,500.00	$ -	$ 2,500.00	$ 3,000.00	$ -	$ 3,000.00
12. Subcontracts/Agreements	$ -	$ 5,400.00	$ 5,400.00	$ -	$ 5,400.00	$ 5,400.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 411,082.00	$ 43,405.00	$ 454,487.00	$ 176,434.00	$ 28,053.00	$ 204,487.00	$ 234,648.00	$ 15,352.00	$ 250,000.00
Indirect As A Percent of Direct		10.6%							

DS

Contractor Initials

Date 5/30/2023

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

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

Contractor Name: Headrest

Project Title: Chat/Text, 988 Grant

Budget Period: 7/1/23-4/29/24

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 53,527.00	$ -	$ 53,527.00	$ -	$ -	$ -	$ 53,527.00	$ -	$ 53,527.00
2. Employee Benefits	$ 13,381.00	$ -	$ 13,381.00	$ -	$ -	$ -	$ 13,381.00	$ -	$ 13,381.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 97,482.00	$ -	$ 97,482.00	$ -	$ -	$ -	$ 97,482.00	$ -	$ 97,482.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect Cost	$ -	$ 592.00	$ 592.00	$ -	$ -	$ -	$ -	$ 592.00	$ 592.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 164,390.00	$ 592.00	$ 164,982.00	$ -	$ -	$ -	$ 164,390.00	$ 592.00	$ 164,982.00
Indirect As A Percent of Direct		0.4%							

DS
Contractor Initials
Date 5/30/2023

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 HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61466**

Certificate Number: **0005770571**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of May A.D. 2022.

David M. Scanlan

Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Kathie Nolet, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Headrest Inc. I hereby certify the following is a true record of the monthly meeting of the Executive Committee of the Board of Directors/shareholders, duly called and held on 03/28/2023 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Judith Caprio, Executive Director (may list more than one person) is
(Name and Title)
duly authorized to enter into contracts or agreements on behalf of Headrest Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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 to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. 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: 05/30/2023 **ATTEST:** Kathie Nolet

Kathie Nolet/ Secretary

DocuSign Envelope ID: ECB30A3E-87FA-4406-A2EB-A6E1515DE2D5

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2023

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 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: Maureen Demick	
THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603)224-2562	FAX (A/C, No): (603)224-8012
	E-MAIL ADDRESS: mdemick@rowleyagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	
INSURED	INSURER B: Eastern Alliance Insurance Co.	10724
Headrest and Headrest dba CAIP 14 Church Street Lebanon NH 03766	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: X POLICY PRO-JECT LOC OTHER:			PHPK2440341	7/15/2022	7/15/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2440342	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB824443	7/15/2022	7/15/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		128046-01 States Covered: NH	7/15/2022	7/15/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
A	Professional Liability			PHPK2440341	7/15/2022	7/15/2023	Incident Limit Aggregate Limit	$1,000,000 $3,000,000

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

RE: Crisis Hotline Program Grant

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Maureen Demick/DEMICK

Mission Statement

Headrest supports individuals and their families, friends and neighbors affected by substance use, navigating recovery, or in crisis, by providing effective programs and treatment options that support prevention and long-term recovery. Headrest will never turn anyone away.

HEADREST, INC.

FINANCIAL STATEMENTS

June 30, 2022 and 2021

DRAFT

CONTENTS

ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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TELEPHONE (603) 228-5400

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MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire

Opinion

We have audited the accompanying financial statements of Headrest, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2022 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2022 and the statements of activities and changes in its net assets, functional expenses and cash flows for the year 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Headrest, 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 these 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.

Auditors' 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 auditors' 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 aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

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

Exercise professional judgement 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 Headrest, 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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Headrest, 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.

Report on Summarized Comparative Information

We have previously audited Headrest, Inc.'s 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 11, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

DRAFT
Rowley & Associates, P.C.
Concord, New Hampshire
January 27, 2023

HEADREST, INC
STATEMENT OF FINANCIAL POSITION
June 30, 2022, With Comparative Totals for June 30, 2021
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2022 Total	2021
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	$ 559,415	$ 25,798	$ 585,213	$ 750,987
Accounts receivable	105,162	-	105,162	111,860
TOTAL CURRENT ASSETS	664,577	25,798	690,375	862,847
FIXED ASSETS				
Land	19,010	-	19,010	19,010
Building and improvements	522,558	-	522,558	241,037
Furnishings and equipment	300,297	-	300,297	252,845
Total Fixed Assets	841,865	-	841,865	512,892
Less accumulated depreciation	(398,675)	-	(398,675)	(367,002)
	443,190	-	443,190	145,890
OTHER ASSETS				
Loan origination fee, net of amortization	121	-	121	248
TOTAL ASSETS	$ 1,107,888	$ 25,798	$ 1,133,686	$ 1,008,985
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 16,313	$ -	$ 16,313	$ 3,285
Accrued expenses	82,628	-	82,628	52,922
Current portion of long term debt	21,492	-	21,492	11,117
TOTAL CURRENT LIABILITIES	120,433	-	120,433	67,324
LONG-TERM LIABILITIES				
Long term debt	263,874	-	263,874	12,622
TOTAL LIABILITIES	384,307	-	384,307	79,946
NET ASSETS				
Without donor restrictions				
Undesignated	593,129	-	593,129	797,828
Board designated	130,452	-	130,452	-
Total without donor restrictions	723,581	-	723,581	797,828
With donor restrictions	-	25,798	25,798	131,211
TOTAL NET ASSETS	723,581	25,798	749,379	929,039
TOTAL LIABILITIES AND NET ASSETS	$ 1,107,888	$ 25,798	$ 1,133,686	$ 1,008,985

HEADREST, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2022
With Comparative Totals for the Year Ended June 30, 2021
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2022 Total	2021
SUPPORT AND REVENUE				
State contracts	$ 594,603	$ -	$ 594,603	$ 658,746
Local government grants	98,960	-	98,960	101,460
Contributions	127,949	1,050	128,999	196,667
Service fees	976,632	-	976,632	755,104
Other grants	335,359	37,500	372,859	329,412
SBA Paycheck Protection Program loan forgiveness	-	-	-	182,300
Interest	197	-	197	645
TOTAL SUPPORT AND REVENUE	2,133,700	38,550	2,172,250	2,224,334
Net assets released from donor imposed restrictions	143,963	(143,963)	-	-
EXPENSES				
Program services	2,049,384	-	2,049,384	1,420,020
Management and general	322,169	-	322,169	240,897
Fundraising	53,682	-	53,682	37,897
	2,425,235	-	2,425,235	1,698,814
Operating (decrease) increase in net assets	(147,572)	(105,413)	(252,985)	525,520
Assets acquired from CAIP merger (Note. 10)				
Cash	73,325	-	73,325	-
	73,325	-	73,325	-
Total (decrease) increase in net assets	(74,247)	(105,413)	(179,660)	525,520
Net Assets, Beginning of year	797,828	131,211	929,039	403,519
Net assets, End of year	$ 723,581	$ 25,798	$ 749,379	$ 929,039

HEADREST, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2022
With Comparative Totals for the Year Ended June 30, 2021
See Independent Auditors' Report

	Program Services			Management		2022	2021
	Outpatient	CMRD	Total	& General	Fundraising	Total	Total
Payroll	$ 942,261	$ 314,087	$ 1,256,348	$ 109,248	$ 35,015	$ 1,400,611	$1,065,332
Payroll taxes	79,592	26,530	106,122	9,228	2,958	118,308	90,107
Fringe benefits	119,783	39,927	159,710	13,888	4,451	178,049	132,282
Professional fees	-	-	-	47,515	-	47,515	33,836
Telephone and internet	7,588	3,100	10,688	7,155	-	17,843	5,567
Printing	-	-	-	7,917	4,751	12,668	1,621
Depreciation	18,740	7,654	26,394	5,406	-	31,800	21,655
Rent	49,505	20,221	69,726	14,281	-	84,007	47,232
Utilities	33,783	13,798	47,581	9,745	-	57,326	27,637
Billing Services	52,136	-	52,136	-	-	52,136	45,347
Repairs and maintenance	133,528	54,539	188,067	38,520	-	226,587	72,817
Supplies	17,715	7,236	24,951	17,483	-	42,434	21,948
Vehicle expense	6,953	2,840	9,793	6,288	-	16,081	12,193
Interest	5,758	2,352	8,110	1,649	-	9,759	1,331
Insurance	38,598	15,766	54,364	4,727	1,515	60,606	34,811
Food	-	24,506	24,506	-	-	24,506	18,510
Professional development	3,315	1,354	4,669	8,229	-	12,898	3,529
Membership dues and fees	-	-	-	11,213	-	11,213	13,268
Laundry	-	2,634	2,634	-	-	2,634	2,319
Miscellaneous	-	3,585	3,585	-	4,992	8,577	5,155
Website & Marketing	-	-	-	9,677	-	9,677	42,317
TOTAL EXPENSES	$1,509,255	$ 540,129	$ 2,049,384	$ 322,169	$ 53,682	$ 2,425,235	$1,698,814

HEADREST, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2022 and 2021
See Independent Auditors' Report

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ (179,660)	$ 525,520
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	31,800	21,655
Forgiveness of SBA Paycheck Protection Program loan	-	(182,300)
(Increase) in Operating Assets		
Accounts receivable	6,698	(1,360)
Prepaid expenses	-	4,800
(Decrease) increase In Operating Liabilities		
Accounts payable	13,028	(18,481)
Accrued expenses	29,706	(4,983)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(98,428)	344,851
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of building and improvements	(1,521)	-
Purchase of vehicle and equipment	(47,452)	(51,722)
NET CASH USED BY INVESTING ACTIVITIES	(48,973)	(51,722)
CASH FLOW FROM FINANCING ACTIVITIES		
Repayments of long term notes payable	(18,373)	(10,627)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(165,774)	282,502
Cash and cash equivalents, beginning of year	750,987	468,485
Cash and cash equivalents, end of year	$ 585,213	$ 750,987
SUPPLEMENTAL SCHEDULE OF CASH FLOW		
Cash paid for interest	$ 9,759	$ 1,331
SUPPLEMENTAL INFORMATION ON NON-CASH ACTIVITES		
Purchase of building and improvements	$ 281,521	$ -
Mortgage financing of purchase	(280,000)	-
Cash paid for purchase	$ 1,521	$ -

NOTE 1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the uses of a telephone hotline and office visitations. Headrest also provides outpatient counseling, residential treatment, and information to the community relating to drugs and alcohol. The organization's primary source of income is from state contracts, service fees, grants, and donations.

Significant Accounting Policies

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

Basis of Presentation

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

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

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

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

NOTE 1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

All acquisitions of property and equipment in excess of $1,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method. Depreciation expense was $31,800 and $21,655 for the years ended June 30, 2022 and 2021, respectively.

Income taxes

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

Grants Receivable and Recognition of Donor Restricted Contributions

Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restriction if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction. Contributions of long-lived assets are considered without donor restriction unless the donor specifies a time-restriction.

The Organization provides for losses on grants and accounts receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of donors to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible grants and accounts receivable when management determines the receivable will not be collected. There were no balances in the allowance account related to accounts receivable as of June 30, 2022 and 2021 because all amounts were deemed collectable.

NOTE 1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. For the years ended June 30, 2022 and 2021 the Organization had no cash equivalents.

Public Support and Revenue

All contributions are considered to be without donor restriction use unless specifically restricted by the donor.

Functional Expenses

Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the related activities.

Cost Allocation

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are payroll, payroll taxes, and fringe benefits which are allocated on the basis of estimates of time and effort; rent, depreciation, utilities, and maintenance and repairs which are allocated on the basis of space utilized for the related activities.

Compensated Absences

Employees of Headrest are entitled to earned benefit time (EBT) depending on job classification, length of service and other factors. The accrued expense for EBT for the fiscal years ended June 30, 2022 and 2021 were $33,030 and $13,756 respectively.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with agencies, organizations and individuals having outstanding balances and current relationships with them. There was no balance in the allowance for doubtful accounts as of June 30, 2022 and 2021..

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2022 and 2021, the Organization had $335,197 and $500,971 in uninsured cash balances, respectively.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2022 and 2021, which approximates fair value due to the relatively short maturity of these instruments.

Reclassifications

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

Subsequent Event

Management has evaluated subsequent events through January 27, 2023, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 2. ECONOMIC DEPENDENCY

A substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2022 and 2021 revenue from the contract was approximately 27% and 29%, respectively of total revenue.

NOTE 3. LINE OF CREDIT

The Organization has a $75,000 line of credit with a local bank through January, 2024, collateralized by all assets, with interest at Wall Street Journal prime. Interest was 4.0% as of June 30, 2022. The outstanding balance was $0 and $0 as of June 30, 2022 and 2021, respectively.

NOTE 4. NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:

	June 2022	June 2021
Mortgage note payable with bank with interest at 4.5% dated July 31, 2003 and due July 31, 2023 with monthly installments of principal and interest of $996, secured by all assets of the organization.	$ 12,626	$ 23,739
Mortgage note payable with bank with interest at 3.75% dated September 10, 2021 and due September 10, 2041 with monthly installments of principal and interest of $1,660, secured by all assets of the organization.	272,740	-
Total Obligation	285,366	23,739
Less current maturities	21,492	11,117
Long term debt, less current maturity	$263,874	$ 12,622

Scheduled principal repayments on long term debt for the next four years and thereafter follows:

Year Ending June 30	
2023	$ 21,492
2024	11,240
2025	10,632
2026	11,038
2027	11,459
Thereafter	219,505
Total	$285,366

NOTE 5. OPERATING LEASES

The Organization entered a five-year and three-month lease beginning February 2018 and expiring April 2023 for office space. Rent expense related to this lease was $42,432 and $42,432 for the years ended June 30, 2022 and 2021, respectively.

The Organization entered several month-to-month leases for their Impaired Driver Care Management Program. Rent expense related to this lease was $36,175 and $0 for the years ended June 30, 2022 and 2021, respectively.

NOTE 5. OPERATING LEASES (Continued)

The Organization entered a lease beginning January 2020 and expiring June 2020 with the right to extend the lease a year at a time after the end date. Rent expense related to this lease was $5,400 and $4,800 for the years ended June 30, 2022 and 2021, respectively.

Future minimum rent related to these leases as of June 30 is:

2023:	$84,007

NOTE 6. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	Fair Value	Significant other Observable Inputs (Level 2)
2022		
Accounts receivable	$ 105,162	$ 105,162
2021		
Accounts receivable	$ 111,860	$ 111,860

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

NOTE 7. NET ASSETS WITH DONOR RESTRICTIONS

Net assets subject to expenditure for specific purpose as of June 30:

	2022	2021
Business Contributions	$ -	$ 31,346
Byrne Foundation Grant	-	75,000
Spring Appeal	-	24,865
Wallerstein Foundation	25,798	-
Total Net Assets with Donor Restrictions	$25,798	$ 131,211

NOTE 8. SBA PAYCHECK PROTECTION PROGRAM LOAN

On April 16, 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of $182,300. On December 3, 2020, the full amount of the loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

NOTE 9. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

	2022	2021
Cash and cash equivalents	$ 585,213	$ 750,987
Accounts receivable	105,162	111,860
	690,375	862,847
Less amounts required to be held for donor restriction	(37,500)	(131,211)
	$ 652,875	$ 731,636

NOTE 10. COMMUNITY ALCOHOL INFORMATION PROGRAM MERGER

On August 13, 2021 the Organization acquired the assets of Community Alcohol Information Program (a non-profit organization). Both Organizations assist those affected by substance use disorder, experiencing a crisis or in need of support by providing effective programs and treatments. Through their merger, the Organizations seek to further their common mission. As of June 30, 2022 the assets acquired are listed below and are included in the statement of activities and changes in net assets.

Cash	
Unrestricted	$ 73,325

NOTE 11. RISKS AND UNCERTAINRIES: COVID-19

As a result of the spread of the Covid-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

HEADREST

DAY AND NIGHT

Supporting individuals, their families, and communities affected by substance use or in crisis since 1971

Headrest Board of Directors-2023

Matt McKenney, Board Chair

Jay Leiter, Vice Chair

Kathie Nolet, Secretary

Perry Eaton, Treasurer

Karl Ebbighausen

John Vansant

Kathie Nolet

Stacie Fiske

Lauren Chamber

Joe Major

Kyra Doumlele

Peter Burke

14 Church Street Lebanon, NH 03766 v. (603) 448-4872 f. (603) 448-1829
119 North Main Street Boscawen, NH 03303 v. (603) 753-8181 f. (603) 753-4422
www.Headrest.org

ALBERT CARBONNEAU

[redacted]

EXPERIENCE

FEBRUARY 2020 – PRESENT
HEADREST
HOTLINE MANAGER
PARTICIPATE IN INTERVIEWING AND HIRING APPROPRIATE HOTLINE COUNSELORS, TRAIN NEW HOTLINE STAFF, PROVIDE STAFF EVALUATIONS, MANAGE SCHEDULE, REVIEW CALL LOGS AND PROVIDE FEEDBACK, MANAGE ICARROL DATABASE, PROVIDE REPORTS AS NECESSARY, FACILITATE MONTHLY STAFF MEETINGS, PARTICIPATE IN MANAGEMENT MEETINGS, PROVIDE ON-CALL SUPPORT, WORK WITHIN ASSIGNED HOTLINE BUDGET, OUTREACH INTO THE HOTLINE CATCHMENT AREA

JUNE 2010 – PRESENT
UPPER VALLEY HAVEN
SHELTER STAFF, SHELTER TEAM LEADER, PROGRAM ASSOCIATE/ RECOVERY SUPPORT
Tasks included working on meeting shelter guest's day to day needs. Doing house laundry, making meals when necessary. Keeping notes, entering data, sorting mail, providing transportation when necessary. Attending shelter staff meetings.
Oversee Family and Adult Shelters. Assist Shelter staff with their jobs. Maintain shelter staff schedule. Fill in shifts when necessary. Facilitate shelter staff meetings. Submitting supply orders. Oversaw operation of Seasonal Shelter. Transport and advocate for guests, help in food shelf, deliver food to outside programs. Support guests struggling with recovery.

JUNE 2002 -MARCH 2014, MAY 2016 – PRESENT
HEADREST
RESIDENTIAL MANAGER, RECOVERY ASSISTANT, HOTLINE COUNSELOR
Oversee Residential program. Facilitate groups, transport clients, observe medications. One on One counseling. Oversee staff. Maintain schedule. Minor maintenance repairs. Write daily notes for individual as well as group. Enter data into multiple databases. Answer calls on the National Suicide Prevention Hotline, make appropriate referrals, Notify and work with 911 for emergency interventions as needed.

EDUCATION

JUNE 1981

JONOTHAN LAW HIGH SCHOOL

SKILLS

- Great working with people. Have a calm demeanor. Knowledgeable about homelessness.
- Reliable, dependable, hardworking, punctual, organized.

ACTIVITIES

Trainings include: Motivational Interviewing, CBT, DBT, Recovery Coach, Ethics, Trauma informed practices, Bridges out of Poverty, 12 Core Functions, MAT, De-escalation techniques, Relapse prevention. Trained on HMIS Service Point, NH WITS programs, ICarroll

David G. Belanger, Jr.

[redacted]

LICENSURE AND EDUCATION:

- **NH Master Licensed Alcohol and Drug Counselor, license # 0948**
- **M.A. in Clinical Mental Health Counseling**, Union Institute and University, Cincinnati, OH December 2007
- **B.A in Psychology**, Southern New Hampshire University, Manchester, NH December 2003, 3.8 GPA
- **A.A. in Liberal Studies**, Hesser College, Manchester, NH January 1999, 3.8 GPA

WORK EXPERIENCE:

HEADREST
Lebanon, NH
Director of Clinical Operations May 2022 to Present
Oversees all clinical operations of Headrest Treatment Programs.

FARNUM CENTER OUTPATIENT SERVICES
Manchester, NH
Director Of Outpatient Services January 2021 to May 2022
Work includes: Oversight of Outpatient Counseling and Medication Assisted Treatment Programs. Supervision of 6 outpatient counseling staff, one medication assisted treatment program staff, and one front office staff. Providing supervision to staff pursuing Licensed Alcohol and Drug Counselor or Master Licensed Alcohol & Drug Counselor licensure. Reviewing and signing off on all outpatient program progress notes, assessments, and treatment plans prior to their being posted for billing.

Working with Vice President of Clinical Services to insure proper compliance with agency, state, and federal guidelines. Working with staff from billing, utilization, and medical departments to insure compliance and cooperation between these departments. Designing evidence based Intensive Outpatient and Partial Hospitalization programs. Interviewing and hiring staff as needed. Running staff meetings. Monitoring the physical plant of building where outpatient services are conducted

Outpatient Substance Abuse Counselor duties, as needed; outlined below.

Outpatient Substance Abuse Counselor June 2019 to January 2021
Work includes: Completing face to face level of care assessments, providing individual and group counseling (group treatment modalities include Intensive Outpatient, Partial Hospitalization, Resiliency in Recovery, and Impaired Driver Intervention Aftercare) to clients with co-occurring substance abuse and mental health disorders, utilizing Three Principles, cognitive behavioral, and motivational interviewing based methods; writing progress notes & discharge summaries, designing treatment plans based on goals agreed upon with clients, providing individual Impaired Driver Intervention Aftercare counseling, providing supervision to staff pursuing Licensed Alcohol and Drug Counselor or Master Licensed Alcohol & Drug Counselor licensure, reviewing and signing off on all outpatient program progress notes prior to their being posted for billing.

GRAFTON COUNTY ALTERNATIVE SENTENCING PROGRAMS
North Haverhill, NH August 2015 to June 2019

Therapist

Work included: assessment of candidates for Grafton County Adult Diversion Program, treatment of Adult Diversion participants with co-occurring substance abuse and mental health disorders; also provided these services to Grafton County Drug Treatment Court participants from August 2015 to December 2018; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods, writing progress notes & discharge summaries, designing treatment plans based on goals agreed upon with clients, and facilitating intensive outpatient and aftercare group therapy sessions, participating in weekly multi-disciplinary team meetings, serving as liaison to other treatment providers

HEADREST, INC.

Lebanon, NH — April 2014 to August 2015

Outpatient Substance Abuse Counselor

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods, writing progress notes, assessments, and discharge summaries, designing treatment plans based on goals agreed upon with clients, and facilitating intensive outpatient and men's aftercare group therapy sessions. Also providing on-call coverage for both Headrest crisis hotline

VALLEY VISTA

Bradford, VT — November 2013 to April 2014

Primary Therapist, Men's Residential Substance Abuse Treatment Unit

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and 12-Step Facilitation methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; facilitating psycho-educational and process group therapy sessions, working with health insurance copies to establish a length of stay appropriate for client's needs, and working as part of a multi-dimensional team (clinical, medical, and psychiatric) to provide the best level of care for clients.

HEADREST, INC.

Lebanon, NH — January 2007 to November 2013

Outpatient Substance Abuse Counselor — May 2008 to November 2013

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods, writing progress notes, assessments, and discharge summaries, designing treatment plans based on goals agreed upon with clients, and facilitating intensive outpatient and dialectical behavioral group therapy sessions. Also providing on-call coverage for both Headrest crisis hotline and Headrest Dialectical Behavioral Therapy program, at least once per month.

- Performing same duties with individuals incarcerated at the Grafton County House of Corrections (16 hours per week, since May 2008), in the Grafton County Drug Court Sentencing Program, and in the Grafton County Electronic Monitoring Program.

Hotline Coordinator — January 2007 to May 2008

Work included: oversight of 24-hour crisis hotline; answering crisis calls, supervision of 9 staff members, insuring hotline is in compliance with American Association of Suicidology guidelines, serving on Quality Assurance Board, working with business manager on budgeting and marketing, coordination of services with other facilities, and conducting trainings. Other duties include on-call coverage, staff scheduling, and doing screenings for residential and outpatient counseling programs.

- Also completed 1500 hour counseling internship, required by graduate school program

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY

Claremont, NH — June 2004 to Dec 2006

Community Services Coordinator, Brookshire Group Home

Work included: oversight of day and residential program for 3 developmentally disabled individuals; supervision and training of 15 staff members; and design and implementation of service plans with family service coordinators, psychologists, and legal guardians. Other duties include behavioral intervention, staff scheduling, writing monthly and annual progress reports, overseeing clients' medical care, working with agency nurse trainer to insure proper medication administration procedures are followed, insuring residence functions with state certification guidelines, on-call crisis coverage (for both the residence and agency), mentoring new coordinators, and interviewing, hiring, and training new staff.

LICENSURE AND CERTIFICATIONS:

- Master Licensed Alcohol and Drug Counselor, license # 0948
- Dialectical Behavioral Therapy Certification, December 2011. Completed 80 hours of training provided by Behavioral Tech LLC. Certified to provide Dialectical Behavioral Therapy in both individual and group settings. Certification also entail competency to train other staff in Dialectical Behavioral Therapy. Designed and implemented Headrest's Dialectical Behavioral Therapy program with other members (3) of Dialectical Behavioral Therapy team. Currently providing individual and group treatment to Dialectical Behavioral Therapy program participants.
- Have attended and completed trainings on topics such as Personality Disorders; treating Bipolar Disorder; treating Eating Disorders, Seeking Safety, helping National Guard Members and their families cope before, during, and after a deployment; and other trainings required by the State of New Hampshire.
- Attended Annual Conference on Psychological Trauma: Neuroscience, Attachment, and Therapeutic Interventions, sponsored by The Meadows. Boston, MA. June 15-June 17, 2006 (21 continuing education hours). Attended workshops on acute intervention with victims of war and terrorism, neuropsychological assessment of traumatized adults and children, and interventions with victims of human trafficking.
- Also knowledgeable in American Sign Language

References available upon request.

Eric C. Harbeck Jr

EDUCATION & TRAININGS

UNIVERSITY OF NEW HAMPSHIRE
Masters of Social Work, May 2020

COLBY-SAWYER COLLEGE
Bachelor of Arts in Psychology, May 2011

RECOVERY COACH ACADEMY—CCAR MODEL
Certificate of Completion, June 2016

PROFESSIONAL LICENSES

LICENSED CLINICAL SOCIAL WORKER (LCSW), License #2833

PROFESSIONAL EXPERIENCE

HEADREST, INC., Lebanon, NH
Director of Policy and Compliance – August 2022 – Present
Responsible for the development, implementation and accountability of all policies, procedures and compliance of regulations at the agency.

- Identify, implement and oversee staff trainings applicable to regulatory standards and licensing agency and contract requirements.
- Review, revise and revise agency procedures and policies to reflect current information and relative updates to standards of care and practice.
- Work with agency staff to identify compliance issues and collaborate on a plan of correction to rectify the issue.

COUNSELING ASSOCIATES, Claremont, Newport and Hanover, NH
Outpatient Therapist – September 2020 – July 2022
Provide individual counseling within the outpatient program for adults and adolescents. Responsible for assessments, diagnosis and treatment planning for new or transferred clients.

- Provide mental health or substance use evaluations and assessments.
- Support client's in developing a client-centered treatment plan, using focus on client identified strengths.
- Refer clients to appropriate services or providers to address other areas of concern the client identifies.
- Collaborate with other health care professionals to address client needs.

COUNSELING ASSOCIATES, Claremont and Hanover, NH
Advanced Clinical Internship – September 2019 – May 2020
Provide individual counseling within the outpatient program for adults and adolescents. Responsible for assessments, diagnosis and treatment planning for new or transferred clients.

- Responsible for either substance use or mental health disorder assessment and treatment planning.
- Collaborate with other health care professionals to meet all the client's needs.
- Work with the Integrated Care Team to assist clients with meeting needs as determined by their Social Determinates of Health.

Eric C. Harbeck Jr

WEST CENTRAL BEHAVIORAL HEALTH, Lebanon, NH
MSW Student Intern – September 2018 – May 2019
Provide individual counseling within the Adult Outpatient Enhanced Care Program for adults ages 18 and older. Responsible for providing treatment, completing quarterly reviews, assessments and treatment planning for new or transferred clients.

- Responsible for conducting assessments and completing treatment plans for all clients.
- Extensive clinical work with dual diagnosis.
- Collaboration with other mental health professionals within the mental health center.

HEADREST, INC., Lebanon, NH
Assistant Director - July 2018-Present
Work directly with the Executive Director to support programs, ensure agency policies and procedures are withheld and contract requirements are met.

- All duties and responsibilities listed under Business Manager
- Supervise employees as designated who have direct involvement in coordination of care or billing operations.

Business Manager - May 2017-July 2018
Monitor agency financials including account receivables and account payables, conduct quality review of service encounters prior to billing for payment.

- Connect, maintain and supervise relationships with insurance agencies, claim submission and reimbursement and compliance.
- Assist the Executive Director with any agency projects, grant funding proposals and other duties as assigned.
- Assist the Board Treasurer and Executive Director in generating new fiscal year budget.
- Manage applications, renewals or termination of benefits for all employees.
- Review and correct payroll for submission to payroll service, submit bills to payroll service.

Hotline/Residential Counselor - May 2014-July 2018
Support callers in crisis by providing active listening and referral to additional services. Assist residents in various stages of recovery meet treatment goals established with their Case Manager.

- Answer calls on all hotlines, prioritizing calls on the National Suicide Prevention Lifeline..
- Utilize active listening skills to provide comfort and understanding while identifying ways to further assist the caller.
- Enter call notes in the order which they were received detailing the contents of each call while identifying the primary, secondary and tertiary purpose and type of call.
- Observe residents administer their medications, verifying the correct medication, dose and frequency.
- Facilitate morning or evening group with residents discussing topics or matters concerned in early recovery.
- Provide case management to residents in the form of developing treatment plans, assisting residents in finding employment and alternative housing.

Eric C. Harbeck Jr

[redacted]

SKILLS

- Participated in a Primary Care Behavioral Health - Integrated Care Program, 2019.
- Clinical knowledge and experience in use of Motivational Interviewing and Cognitive Behavioral Therapy.
- Proficient in use of computers and computer related applications.
- Excellent qualitative research skills.
- Outstanding interpersonal communication skills.
- Team oriented.

Judith A. Caprio, JD, MS

[redacted]

Overview:
An accomplished criminal justice professional and clinician with the courts, corrections and community providers. Skilled in planning and executing complex and multi-disciplinary projects.

Education:
JD, Roger Williams University School of Law, Bristol, RI
MS, Human Development, Counseling & Family Relations, University of Rhode Island, Kingston
BS, Child Development & Family Relations, University of Rhode Island, Kingston

Work Experience:

Headrest, Inc.
Executive Director **2023-present**
Responsible for the oversight and implementation of a behavioral health agency's strategic goals, programmatic outcomes, overall operations, and financial stability. Enhance and sustain relationships with the Board of Directors, external stakeholders, and community members.

Delaware Division of Substance Abuse and Mental Health **2018-2022**
Director of Community Health Services
Responsible for leading the Division's initiatives related to crisis intervention, a medical-legal partnership, emergency preparedness, policy development, and training facilitation. Spearhead a statewide medical and legal partnership with a local legal aid society to identify and address unmet legal needs to help shape systems transform into equal playing fields.
Accomplishments:

- Restructured, implemented, and oversee a statewide credentialing program for medical and behavioral health professionals to authorize detention for an involuntary psychiatric evaluation. Ensure compliance with State law and regulations. Achieved a 97% satisfaction rate.
- Interface cooperatively with community providers to maximize client services.
- Develop, track, and evaluate trends for on-going performance improvement of a medical-legal partnership with the Community Legal Aid Society.

Director of Crisis Intervention Services
Managed a statewide response center to identify and address individuals' behavioral health crises at the earliest intercept to divert them from unnecessary psychiatric hospitalization and/or incarceration.
Accomplishments:

- Implemented evidence based screening tools to triage hotline calls for suicide and substance use disorders.
- Initiated a restructured statewide credentialing program for mental health screeners.
- Planned and implemented a data driven peer initiative to enhance engagement in the continuum of care.
- Improved data collection by establishing a baseline to track referrals made and received.
- Composed standard operating procedures.
- Staff development to create a team-oriented approach to ensure clinical and operational efficiency.

Delaware Department of Correction **2014-2018**

Deputy Warden
Directed, planned, and monitored the daily operations at Howard R. Young Correctional Institution. Assisted Warden with strategic planning and overall facility management for over 1600 offenders.
Accomplishments:

- Developed a reorganization plan for classification consistent with offenders' risk and need.
- Initiated evidenced-based programs for the sentenced population.
- Implemented an admission process for behavioral health programs.
- Reviewed, revised and interpreted policies and procedures for staff and offenders.

Director of Behavioral Health
Managed a 14m dollar behavioral health contract to ensure the delivery of treatment services for incarcerated adults by monitoring compliance with state and national standards, laws, policies and procedures.
Accomplishments:

- Evaluated the effectiveness of treatment programs to ensure they were evidenced-based.
- Evaluated services and operations to determine needed revisions; recommended corrective actions.
- Reviewed, revised and wrote behavioral health care policies; prepared guidelines for medication assisted treatment (vivitrol).
- Designed a receiving intake process to match offender risk, needs and services.
- Designed a treatment continuum to assess effectiveness in reducing recidivism.
- Examined, assessed and proposed program initiatives to improve treatment services for offenders diagnosed with behavioral health disorders.
- Designed a behavioral health dashboard for an EMR to monitor program progress and performance.

Regional Coordinator of Business Development
AdCare Hospital, Worcester, MA **2011 –2013**
Created initiatives to integrate behavioral healthcare and criminal justice services.
Accomplishments:

- Developed and built partnerships with government agencies, behavioral healthcare organizations, and nonprofit agencies.
- Generated revenue through seeking and writing grants, enhancing referral network, developing substance abuse treatment initiatives for outpatient clinic.
- Collaborated, organized and participated in statewide conferences and trainings in Rhode Island, Massachusetts and Connecticut.

Director of Pretrial Services **2001 - 2011**
Concurrent with Chief Clerk Pro Tempore (August 2008 –January 2009)
RI District Court, Providence
Implemented and managed a statewide pretrial services program. Appointed by Chief Judge to serve as Chief Clerk Pro Tempore to assist in the overall administration of the District Court.
Accomplishments:

- Developed alternative bail and sentencing options. Estimated cost savings of $1,000,000.00.
- Integrated public health and public safety by instituting best evidence practices; implemented procedures for emergency civil commitment to psychiatric care for mentally ill offenders; planned and facilitated trainings for the judiciary, law enforcement personnel and community providers.
- Identified, generated and secured alternative funding. Grant management and awarded a $170,000 planning and implementation grant from the Office of Justice Programs for a court-based Diversion Program.

- Delegated authority to divisional clerks; drafted memoranda for the Chief Judge and managed policies and procedures for Court employees.
- Established a statewide network of community providers to divert non-violent offenders suffering from mental illness and co-occurring disorders from detention.
- Established a monitoring unit for 1,700 defendants released to the community.
- Developed and implemented a statewide drug testing program.
- Investigated defendants' backgrounds; presented bail violators; and negotiated with defense counsel and prosecutors.
- Personnel planning and supervision – fostered team-oriented and cohesive workplace

State Director of Correctional Services **1995 - 2001**
Spectrum Health Systems, Inc., Worcester, MA
Contractor for RI Department of Corrections
Spearheaded the transformation of addiction treatment programming across all adult male correctional facilities.
Accomplishments:

- Oversaw and managed substance abuse treatment contracts in excess of $800,000; worked closely with DOC executive management and correctional staff to ensure contract specifications and compliance.
- Implemented therapeutic communities in 5 adult male facilities at the RI Department of Corrections and in 1 juvenile detention center at the RI Training School.
- Personnel planning and supervision; provided clinical supervision to 23 counselors.
- Performed assessments, conducted individual and group counseling, managed discharge planning; authorized enrollment and discharge in all treatment programs.

Other Professional Experience:
Adjunct Psychology Instructor (2019) Delaware Technical Community College, Georgetown Campus, Consultant (2014), Riverwood Mental Health Services, RI; Adjunct Psychology Instructor(2010-2013) Rhode Island College, Providence; Adjunct Criminal Justice Instructor (2006-2009) Gibbs College, Cranston, RI.

Professional Memberships and Certifications:
Admitted to the Connecticut Bar Association
Delaware Certification Board, Certified Supervisor of Peer Specialists, 2019, 2021; RI Board for Certification of Chemical Dependency Professionals, *Recognized Clinical Supervisor*, 2000, 2011; Rhode Island Mediators Association, 2010; RI Council on Alcoholism, 2005-2007.

Publications
Review of Strategic Solutions: The International Community Corrections Association Examines Substance Abuse, Edward Latessa, PhD., *Corrections Today*, April 2000.

Review of A Summary of U.S. Supreme Court Decisions for Correctional Services, Sgt. Angelo DeLeon and Gary H. Weddle, Ph.D., Loose-leaf Law Publications Inc., *Corrections Today*, 1999.

MARCY COUGHLIN

[redacted]

Looking for a permanent position utilizing my varied healthcare background and skills.

EXPERIENCE

02/2022 TO PRESENT
BUSINESS MANAGER, HEADREST, INC.
Implemented automated payroll system as paper timesheets were still being used. Collect and organize data for grant reimbursement submissions, verify insurances, obtain authorizations when needed for Outpatient program, process payroll and timekeeping system entries, and many other various duties related to the day-to-day business. I recently took over Utilization Management for all levels of care and continue to carry all other duties.

05/2021 TO 02/22
INFORMATION SYSTEMS COORDINATOR, NEW HAMPSHIRE NEUROSPINE INSTITUTE
Organized and implemented complete filing system that needed to be purged and updated. Manage support cases with third-party EHR vendor and regular follow-up. Assist with internal IT support tickets, monthly reports, onboarding and training staff and many other various duties.

01/2014 – TO 05/2021
UR SPECIALIST/SYSTEM ADMINISTATOR, FARNUM CENTER
Gather and report all clinical data necessary for prior authorizations with very high success rates. Track and manage all EHR user accounts, security and licenses. Developed and implemented internal auditing system for clinical records and improved compliance rate to 99%. Verify and document insurance benefits prior to all appointments and coordinate benefits as needed to ensure payment of claims.

07/2011 – TO 07/2014
CUSTOMER SERVICE/CASH OFFICE/DEPARTMENT MANAGER, KOHL'S
Assisted with customer transactions and resolution of any issues with merchandise and appropriate resolution follow-up. Maintained opening cash procedures and balancing activities for closing. Promoted to supervisor and managed Intimate & Accessory Department.

11/2009 – TO 6/2011
ADMINISTRATIVE/OFFICE STAFF, WEBSTER PLACE RECOVERY CENTER
Collected and recorded all financial transactions and provided documentation for upper management staff. Organized events and outings for the clients. Maintained office supplies and assisted clients with various needs.

8/2005 TO 6/2007
DATA ENTRY/CLERICAL SPECIALIST, SSIMED CORPORATION

Data entry of ICD-9 and CPT codes from office visit documentation for claim submission. Managed EOB's and submitted to all Secondary and Tertiary payers for payment.

12/1998 TO 3/2005

DATA ENTRY/CLAIMS SPECIALIST/ELIGIBILITY, DATAPREP, INC

Data entry of claims with speed and accuracy earning weekly cash bonus. Maintained and updated Cigna database until outsourced in 2005.

EDUCATION

2009

MEDICAL BILLING & CODING, SALTER COLLEGE

College credit courses completed with GPA 3.57. AAPC certified – not renewed

2019

HEALTHCARE ADMINISTRATION, SOUTHERN NEW HAMPSHIRE UNIVERSITY

Currently maintaining GPA 3.909 and have 1 year of part-time classes remaining to graduate.

SKILLS

- Ability to identify process deficiencies and find solutions for better efficiency.
- Ability to find a solution-based answers that resolve issues.
- Detail Oriented
- Organized
- Team Oriented

ACTIVITIES

I have a varied background in healthcare that could lend itself to a range of positions. Detail oriented and independent, but also a team player to assist wherever my skills can contribute.

Key Personnel Sheet

Judith A. Caprio
Executive Director

Eric Harbeck
Assistant Director

Dave Belanger
Clinical Director
87,500.00 annual salary
25% of the contract

Marcy Coughlin
Business Manager

Al Carbonneau
Hotline Coordinator
63,860.00 annual salary
100% of the contract

mac

30

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 13, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Headrest (VC#175226-R001), Lebanon, NH for suicide hotline prevention services, by increasing the price limitation by $213,781 from $800,000 to $1,013,781 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 18% Federal Funds. 82% General Funds.

The original contract was approved by Governor and Council on January 22, 2020, item #14 and most recently amended with Governor and Council approval on May 19, 2021, item #20.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-922010-41170000 Health & Social Services, Department of Health & Human Services, HHS: Behavioral Health, Div of, Bureau of Mental Health Services, CMH Program Support

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
2021	103-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
2022	103-500731	Contracts for Prog Svc	92204117	$200,000	$30,000	$230,000
2023	103-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
			Subtotal	***$800,000***	***$30,000***	***$830,000***

05-92-92-920010-25940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, 988 GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500585	Grants For Pub Asst And Rel	TBD	$0	$171,781	$171,781
			Subtotal	***$0***	***$171,781***	***$171,781***

05-95-92-922010-41200000 Health & Social Services, Department of Health & Human Services, HHS: Behavioral Health, Div of, Bureau of Mental Health Services, Mental Health Block Grant

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500585	Grants For Pub Asst And Rel	92254120	$0	$12,000	$12,000
			Subtotal	***$0***	***$12,000***	***$12,000***
			Total	**$800,000**	**$213,781**	**$1,013,781**

EXPLANATION

The purpose of this request is for the Contractor to expand the provision of the National Suicide Prevention Lifeline services to include chat and text modalities. The Contractor will hire staff dedicated to these modalities, and train current staff on these new functions.

Approximately 33,000 individuals will be served during State Fiscal Years 2022 and 2023.

The Contractor will add chat and text functions to Lifeline services, which offer free and confidential emotional support to people in a suicidal crisis or emotional distress twenty-four (24) hours per day, seven (7) days per week. The Contractor's trained staff will continue to provide individuals with information and referral services, personal support, crisis intervention and suicide intervention. The Contractor will continue to collaborate with the Department's behavioral health crisis response access point contractor, when necessary, to dispatch mobile crisis response teams.

In 2020, Congress designated the new 988 dialing code to operate through the existing National Suicide Prevention Lifeline's (1-800-273-8255) network of over 200 locally operated and funded crisis centers across the country. On July 16, 2022, the U.S. will transition to using the 988-dialing code, providing an opportunity to strengthen and expand the existing Lifeline. 988 is more than just an easy-to-remember number, it is a direct connection to compassionate,

accessible care and support for anyone experiencing mental health-related distress. People can also dial 988 if they are worried about a loved one who may need crisis support.

A best practice crisis system model includes someone to call (access points with 24/7 call/text/chat), someone to respond (mobile crisis teams) and somewhere to go (stabilization services). New Hampshire is already building this model through the recent launch of the Rapid Response access point and the expansion of mobile crisis teams statewide and across the lifespan. For many years, the Contractor has been the only local crisis center accepting lifeline calls in NH. NH has been planning for 988 launch for the past year, which includes onboarding a second call center (Rapid Response Access Point) and building capacity for the current Contractor to expand to the chat and text modalities needed for the full 988 model. NH has worked closely with 211 and 911 stakeholders throughout the planning process including on transfer protocols and public communications.

The Department will monitor services by reviewing monthly reports submitted by the Contractor.

Should the Governor and Council not authorize this request, individuals who are at risk for suicide will not have a telephone, chat, or text lifeline available as resources, and will lose critical intervention support services. Recent research shows that for every completed suicide, there are 135 people impacted by the death. The ramifications of even one additional suicide are great.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.243, H79SM086074

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Suicide Hotline Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Headrest ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2020, (Item #14), as amended on May 19, 2021, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $1,013,781.

2. Modify Exhibit A, Scope of Services, by replacing it in its entirety with Exhibit A, Amendment #2, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.

3. Modify Exhibit B-3, Budget, by replacing it in its entirety with Exhibit B-3, Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B-4, Budget, by replacing it in its entirety with Exhibit B-4, Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

6/15/2022
Date

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

Headrest

6/15/2022
Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Suicide Hotline Services

Exhibit A, Amendment #2

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor shall participate in a kick-off meeting with the Department within 10 days of the contract effective date to review contract timelines, scope, and deliverables.

1.3. 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 Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

2. Scope of Work

2.1. The Contractor shall provide professionally trained staff for crisis center services following the required practices of the National Suicide Prevention Lifeline (Lifeline). The Contractor shall provide services twenty-four (24) hours per day, seven (7) days per week by answering calls, texts, and chats from individuals primarily located in New Hampshire in order to support individuals and offer local interventions to individuals at risk of suicide, de-escalate crises, and provide individuals with information and referrals relating to community services.

2.2. Whereas the Contractor participates as a crisis intervention center within the National Suicide Prevention Lifeline Network, funded through the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Contractor shall provide Lifeline services in accordance with the Contractor's Network Agreement (the Network Agreement), with Vibrant Emotional Health, which is the SAMHSA identified Administrator of the National Suicide Prevention Lifeline.

2.3. The Contractor shall maintain its Network Agreement in Section 2.2 above for the duration of this Agreement.

2.4. The Contractor shall maintain their national accreditation as a Lifeline service and provide the Department with a copy of any renewal or loss of certification within five (5) days of said certification or its loss.

2.5. The Contractor shall use Lifeline protocols as described in the Network Agreement when communicating and shall directly ask each individual about suicidality and shall complete a suicide risk assessment that incorporates the principles and subcomponents described in the Network Agreement.

2.6. Using the practices of engagement described in the Network Agreement, the Contractor shall engage individuals and initiate all measures to offer evidence based and local interventions to work with the individual to ensure safety of the safety of the individuals for whom there is information that a suicide attempt has already been made or there is imminent risk of suicide.

2.7. The Contractor shall follow up with individuals either by telephone, text or chat post crisis, within 48 hours after contact, to ensure they are connected to other services as applicable.

2.8. The Contractor shall maintain written, evidenced-based guidelines, policies, and procedures consistent with the Network Agreement and the Lifeline protocols for how staff shall respond to and assist individuals determined by the Contractor to be a danger to themselves or to others such as, but not limited to:

2.8.1. How to conduct a lethality assessment of the applicable risk level;

2.8.2. Procedures applicable to the dispatch of rescue personnel, including, without limitation, in those instances where an individual refuses to volunteer cooperation; and

2.8.3. Procedures applicable to follow-up with the individual.

2.9. The Contractor shall maintain contact answer speed in line with the National Suicide Prevention Lifeline standards, required for national Lifeline Centers as governed by SAMHSA.

2.10. The Contractor shall not:

2.10.1. Utilize an answering service or cellular telephones to answer incoming calls;

2.10.2. Utilize an automated attendant or any other system that requires a caller to press a telephone key in order to be connected with Center Staff;

2.10.3. Utilize a system where incoming calls are forwarded to a third party; and

2.10.4. Allow calls to be answered by a receptionist or any Center Staff not trained to assist individuals.

2.11. The Contractor shall maintain and provide to the Department upon request, written guidelines, policies, and procedures for how to refer individuals to community services so that individuals are given an appropriate array of options with respect to treatment, care and/or follow-up; options shall not be limited in any manner to organizations, facilities or providers affiliated with or related to the Center.

2.12. The Contractor shall ensure professionally trained staffing at all times, including staff dedicated to answering chats and texts.

2.13. The Contractor shall provide the Department with copies of their written policies and procedures for providing the Lifeline service, including but not limited to:

2.13.1. Supervision and training requirements;

2.13.2. Code of ethics;

2.13.3. Grievance process; and

2.13.4. Quality assurance and program evaluation.

2.14. The Contractor shall ensure that staff receive all necessary training prior to commencing any services under this Agreement in accordance with guidelines in the Network Agreement.

2.15. The Contractor shall provide ongoing in-service training for staff at intervals as needed to ensure continuous quality service.

2.16. The Contractor shall collaborate with the Department and other providers, including the provider that operates 211 in New Hampshire, to educate communities and provide online and printed information and resources for statewide distribution.

2.17. The Contractor shall attend the State's Emergency Service meetings as requested.

2.18. The Contractor shall enter into a Memorandum of Understanding (MOU) with the Department's Behavioral Health Crisis Response System contractor to establish a real-time connection to allow for the direct leveraging of the appropriate provider based on need and acuity.

3. Reporting

3.1. The Contractor shall ensure the following de-identified and aggregated data is provided to Vibrant Emotional Health on a monthly basis, according to the Network Agreement, during the term of this Agreement:

3.1.1. The number of calls, chats, and texts received;

3.1.2. The number of follow-up contacts by the Contractor with the individual post crisis;

3.1.3. Referrals and the reasons for the referrals and for what type of service;

3.1.4. Answered calls, chats, and texts locally in New Hampshire and the number of calls, chats, and texts that were re-routed to another out-of-state contact center; and

3.1.5. Outreach and education efforts with a description of what was done and results, if it can be determined.

3.2. The Contractor shall ensure that neither protected health information (PHI) nor personally identifiable information (PII) is processed or stored outside of the system used by Vibrant Emotional Health.

3.3. The Contractor shall provide:

3.3.1. A copy of the national suicide prevention report for New Hampshire that is submitted to the National Suicide Prevention Lifeline; and

3.3.2. A copy of the Accreditation certificate within 10 days of the effective date of this contract.

4. Performance Measures

4.1. The Contractor's performance shall be measured by the following:

4.1.1. At least 5% increased portion of calls, chats, and texts answered in-state rather than re-routed to an out-of-state contact center compared to last year;

4.1.2. At least 5% increased number of follow-ups and communication with individuals post crisis compared to last year; and

4.1.3. At least 5% increased community outreach and education of this service compared to last year.

5. Exhibits Incorporated

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

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

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

6. Maintenance of Fiscal Integrity

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

6.1.1. Days of Cash on Hand:

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

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

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

6.1.2. Current Ratio:

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

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

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

6.1.3. Debt Service Coverage Ratio:

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

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

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

6.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

6.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

6.1.4. Net Assets to Total Assets:

6.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

6.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

6.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

6.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

6.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

6.2. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

6.3. In the event that the Contractor does not meet either:

6.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

6.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

6.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

6.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 6.3.1. and/or 6.3.2. have not been met.

6.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

6.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

6.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

6.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

Suicide Hotline Services

Exhibit B-3, Amendment #2
Budget

New Hampshire Department of Health and Human Services

Contractor name Headrest

Budget Request for: Suicide Hotline Services

Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 188,143.00	$ 67,771.06	$ 255,914.06	$ -	$ 67,771.06	$ 67,771.06	$ 188,143.00	$ -	$ 188,143.00
2. Employee Benefits	$ 23,307.93	$ -	$ 23,307.93	$ -	$ -	$ -	$ 23,307.93	$ -	$ 23,307.93
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 956.15	$ 956.15	$ -	$ -	$ -	$ -	$ 956.15	$ 956.15
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Technology	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 438.00	$ 438.00	$ -	$ -	$ -	$ -	$ 438.00	$ 438.00
6. Travel	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00	$ 500.00
7. Occupancy	$ -	$ 4,601.11	$ 4,601.11	$ -	$ -	$ -	$ -	$ 4,601.11	$ 4,601.11
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,434.50	$ -	$ 1,434.50	$ -	$ -	$ -	$ 1,434.50	$ -	$ 1,434.50
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 4,759.25	$ 4,759.25	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,259.25	$ 2,259.25
Insurance	$ -	$ 4,920.00	$ 4,920.00	$ -	$ 3,147.54	$ 3,147.54	$ -	$ 1,772.46	$ 1,772.46
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 600.00	$ -	$ 600.00	$ 600.00	$ -	$ 600.00		$ -	$ -
10. Marketing/Communications	$ -	$ 4,662.60	$ 4,662.60	$ -	$ -	$ -	$ -	$ 4,662.60	$ 4,662.60
11. Staff Education and Training	$ 1,550.00	$ -	$ 1,550.00	$ -	$ -	$ -	$ 1,550.00	$ -	$ 1,550.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 215,410.43	$ 88,608.17	$ 304,018.60	$ 600.00	$ 73,418.60	$ 74,018.60	$ 214,810.43	$ 15,189.57	$ 230,000.00
Indirect As A Percent of Direct		41.1%							

Contractor Initials

Date 6/15/2022

Exhibit B-4, Amendment #2
Budget

New Hampshire Department of Health and Human Services

Contractor name: Headrest

Budget Request for: Suicide Hotline Services

Budget Period: July 1, 2022 through June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 216,722.00	$ 69,804.19	$ 286,526.19	$ -	$ 69,804.19	$ 69,804.19	$ 216,722.00	$ -	$ 216,722.00
2. Employee Benefits	$ 39,709.93	$ -	$ 39,709.93	$ -	$ -	$ -	$ 39,709.93	$ -	$ 39,709.93
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 956.15	$ 956.15	$ -	$ -	$ -	$ -	$ 956.15	$ 956.15
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Technology	$ 18,800.00	$ -	$ 18,800.00	$ -	$ -	$ -	$ 18,800.00	$ -	$ 18,800.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 438.00	$ 438.00	$ -	$ -	$ -	$ -	$ 438.00	$ 438.00
6. Travel	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00	$ 500.00
7. Occupancy	$ -	$ 4,601.11	$ 4,601.11	$ -	$ -	$ -	$ -	$ 4,601.11	$ 4,601.11
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,434.50	$ -	$ 1,434.50	$ -	$ -	$ -	$ 1,434.50	$ -	$ 1,434.50
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 4,834.25	$ 4,834.25	$ -	$ 2,575.00	$ 2,575.00	$ -	$ 2,259.25	$ 2,259.25
Insurance	$ -	$ 5,014.43	$ 5,014.43	$ -	$ 3,241.97	$ 3,241.97	$ -	$ 1,772.46	$ 1,772.46
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 618.00	$ -	$ 618.00	$ 618.00	$ -	$ 618.00		$ -	$ -
10. Marketing/Communications	$ -	$ 4,662.60	$ 4,662.60	$ -	$ -	$ -	$ -	$ 4,662.60	$ 4,662.60
11. Staff Education and Training	$ 69,050.00	$ -	$ 69,050.00	$ -	$ -	$ -	$ 69,050.00	$ -	$ 69,050.00
12. Subcontracts/Agreements	$ 22,500.00	$ -	$ 22,500.00	$ -	$ -	$ -	$ 22,500.00	$ -	$ 22,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 369,209.43	$ 90,810.73	$ 460,020.16	$ 618.00	$ 75,621.16	$ 76,239.16	$ 368,591.43	$ 15,189.57	$ 383,781.00
Indirect As A Percent of Direct		24.6%							

Contractor Initials

Date 6/15/2022

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

April 8, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **sole source** amendment to an existing contract with Headrest (VC# 175226-R001), Lebanon, NH for suicide hotline prevention services, by exercising a contract renewal option by increasing the price limitation by $400,000 from $400,000 to $800,000 and by extending the completion date from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on January 22, 2020, item #14.

Funds are anticipated to be available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-922010-41170000 Health & Social Services, Department of Health & Human Services, HHS: Behavioral Health, Div of, Bureau of Mental Health Services, CMH Program Support.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	100-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
2021	100-500731	Contracts for Prog Svc	92204117	$200,000	$0	$200,000
2022	100-500731	Contracts for Prog Svc	92204117	$0	$200,000	$200,000
2023	100-500731	Contracts for Prog Svc	92204117	$0	$200,000	$200,000
			Total	$$400,000	$400,000	$800,000

EXPLANATION

This request is **sole source** because a prior action was approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source.

The purpose of this request is to extend the current contract by two years for the provision of suicide hotline services that offer free and confidential emotional support to people in a suicidal crisis or emotional distress twenty-four (24) hours per day, seven (7) days per week. The Contractor provides callers with information and referrals to community services and health care providers as indicated by the callers'

needs. This action also adds a provision requiring the contractor to establish a real-time connection to allow for the direct transfer of calls to the Department's Behavioral Health Crisis Response System.

The Contractor receives calls nationwide, but the callers are primarily individuals located in New Hampshire.

Approximately 15,000 callers will be served from July 1, 2021 to June 30, 2023.

The Contractor is New Hampshire's only call center accredited through the National Suicide Prevention Lifeline. They receive calls from individuals in New Hampshire (and a small number from other states) who either are experiencing thoughts of suicide themselves, or are calling about a loved one who may be at risk for suicide. The Contractor's trained staff provide callers with information and referral services, personal support, crisis intervention and suicide intervention. When necessary, the Contractor collaborates with the Department's proposed behavioral health crisis response access point contractor to dispatch mobile crisis response teams.

The National Suicide Prevention Lifeline uses one telephone number nationwide, and ensures services designed to prevent suicide are available to all New Hampshire residents. The Contractor will link individuals at risk of suicide to services available statewide, and provides education about suicide to individuals and families statewide.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this contract using the following performance measures:

- Percentage of calls answered in New Hampshire rather than re-routed to an out of state call center, compared to the previous year.
- Increase in number of follow-ups and communication with callers post-crisis.
- Increase in quantity community outreach and education efforts.

As referenced in the Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, subsection 2.1 of this contract, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is requesting approval to exercise both of the two (2) remaining years of renewal

Should the Governor and Executive Council not authorize this request, individuals who are at risk for suicide will not have a telephone lifeline available as a resource, and will lose critical intervention support service. Recent research shows that for every completed suicide, there are 135 people impacted by the death. The ramifications of even one additional suicide are great. In addition, New Hampshire would no longer have access to a nationally recognized number that links callers to critical services that are specially designed to prevent suicide.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

This Amendment to the Suicide Hotline Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Headrest ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2020, (Item 14) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, Subsection 2.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023.

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

   $800,000.

3. Exhibit A, Scope of Services, Section 2, Scope of Work by adding Subsection 2.19 to read:

   2.19 The Contractor shall enter into a Memorandum of Understanding (MOU) with the Department's Behavioral Health Crisis Response System contractor to establish a real-time connection to allow for the direct transfer of calls.

4. Add Exhibit B-3 Budget, which is attached hereto and incorporated by reference herein.

5. Add Exhibit B-4 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

4/16/2021
Date

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

Headrest

4/15/2021
Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021
Date

DocuSigned by:
Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Suicide Hotline Services

Exhibit B-3
Budget

New Hampshire Department of Health and Human Services

Contractor name: Headroot

Budget Request for: Suicide Hotline Services

Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 158,143.00	$ 67,771.06	$ 225,914.06	$ -	$ 67,771.06	$ 67,771.06	$ 158,143.00	$ -	$ 158,143.00
2. Employee Benefits	$ 23,307.93	$ -	$ 23,307.93	$ -	$ -	$ -	$ 23,307.93	$ -	$ 23,307.93
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 956.15	$ 956.15	$ -	$ -	$ -	$ -	$ 956.15	$ 956.15
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 438.00	$ 438.00	$ -	$ -	$ -	$ -	$ 438.00	$ 438.00
6. Travel	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00	$ 500.00
7. Occupancy	$ -	$ 4,601.11	$ 4,601.11	$ -	$ -	$ -	$ -	$ 4,601.11	$ 4,601.11
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,434.50	$ -	$ 1,434.50	$ -	$ -	$ -	$ 1,434.50	$ -	$ 1,434.50
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 4,750.25	$ 4,750.25	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,250.25	$ 2,250.25
Insurance	$ -	$ 4,920.00	$ 4,920.00	$ -	$ 3,147.54	$ 3,147.54	$ -	$ 1,772.46	$ 1,772.46
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 600.00	$ -	$ 600.00	$ 600.00	$ -	$ 600.00		$ -	$ -
10. Marketing/Communications	$ -	$ 4,882.80	$ 4,882.80	$ -	$ -	$ -	$ -	$ 4,882.80	$ 4,882.80
11. Staff Education and Training	$ 1,550.00	$ -	$ 1,550.00	$ -	$ -	$ -	$ 1,550.00	$ -	$ 1,550.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 185,410.43	$ 88,669.17	$ 274,079.60	$ 600.00	$ 73,418.60	$ 74,018.60	$ 184,810.43	$ 15,189.57	$ 200,000.00
Indirect As A Percent of Direct		47.8%							

Contractor Initials

Date 4/15/2021

Suicide Hotline Services

Exhibit B-4
Budget

New Hampshire Department of Health and Human Services

Contractor name: Headroot

Budget Request for: Suicide Hotline Services

Budget Period: July 1, 2022 through June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 156,143.00	$ 69,804.19	$ 227,947.19	$ -	$ 69,804.19	$ 69,804.19	$ 156,143.00	$ -	$ 156,143.00
2. Employee Benefits	$ 23,307.93	$ -	$ 23,307.93	$ -	$ -	$ -	$ 23,307.93	$ -	$ 23,307.93
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 956.15	$ 956.15	$ -	$ -	$ -	$ -	$ 956.15	$ 956.15
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 438.00	$ 438.00	$ -	$ -	$ -	$ -	$ 438.00	$ 438.00
6. Travel	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00	$ 500.00
7. Occupancy	$ -	$ 4,801.11	$ 4,801.11	$ -	$ -	$ -	$ -	$ 4,801.11	$ 4,801.11
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,434.50	$ -	$ 1,434.50	$ -	$ -	$ -	$ 1,434.50	$ -	$ 1,434.50
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 4,834.25	$ 4,834.25	$ -	$ 2,575.00	$ 2,575.00	$ -	$ 2,259.25	$ 2,259.25
Insurance	$ -	$ 5,014.43	$ 5,014.43	$ -	$ 3,241.97	$ 3,241.97	$ -	$ 1,772.46	$ 1,772.46
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 618.00	$ -	$ 618.00	$ 618.00	$ -	$ 618.00		$ -	$ -
10. Marketing/Communications	$ -	$ 4,662.60	$ 4,662.60	$ -	$ -	$ -	$ -	$ 4,662.60	$ 4,662.60
11. Staff Education and Training	$ 1,550.00	$ -	$ 1,550.00	$ -	$ -	$ -	$ 1,550.00	$ -	$ 1,550.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 185,428.43	$ 90,810.73	$ 276,239.16	$ 618.00	$ 75,621.16	$ 76,239.16	$ 184,810.43	$ 15,189.57	$ 200,000.00
Indirect As A Percent of Direct		48.9%							

Contractor Initials

Date 4/15/2021

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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
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kevin A. Rounds
Acting Commissioner

Katja S. Fox
Director

January 7, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **retroactive, sole source** agreement with Headrest, (Vendor # 175226-R001), 14 Church Street, Lebanon, NH, 03766, to provide suicide hotline prevention services, in an amount not to exceed $400,000, effective retroactive to July 1, 2019 upon Governor and Executive Council approval through June 30, 2021. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust budget line items within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-95-92-922010-41170000 Health & Social Services, Department of Health & Human Services, HHS: Behavioral Health, Div of, Bureau of Mental Health Services, CMH Program Support.

State Fiscal Year	Class/Account	Class Title	Total Amount
2020	102-500731	Contracts for Prog Svc	$200,000
2021	102-500731	Contracts for Prog Svc	$200,000
		Total	**$400,000**

EXPLANATION

This request is **retroactive** because the funding for these services, which began July 1, 2019, was unavailable due to the continuing resolution. Funds became available on September 26, 2019 after the Governor signed the State Fiscal Year 2020-2021 operating budget into law.

This request is **sole source** because House Bill 3, of the 2019 New Hampshire Regular Legislative Session, appropriates $200,000 to the Department each State Fiscal Year and requires it to fund a New Hampshire-based, nationally accredited suicide hotline service. Headrest is the only agency in New Hampshire with this accreditation.

The purpose of this request is for Headrest to provide suicide hotline services that offer free and confidential emotional support to people in a suicidal crisis or emotional distress twenty-four (24) hours per day, seven (7) days per week. Headrest will respond to callers primarily located in New Hampshire and provide callers with information and referrals relating to community services.

Each year, Headrest answers and supports approximately 4,000 callers from New Hampshire who are seeking support through the national suicide prevention lifeline. Therefore, the Department anticipates approximately this many individuals will be served from July 1, 2019 through June 30, 2020.

Headrest is New Hampshire's only call center accredited through the National Suicide Prevention Lifeline (NSPL). Headrest answers calls from individuals calling from New Hampshire (and a small number from other states) who are either experiencing thoughts of suicide themselves, or are calling about a loved one who may be at risk for suicide. Headrest's trained staff provide callers with information and referral services, personal support, crisis intervention and suicide intervention. The ten community mental health centers have twenty-four (24) hours per day, seven (7) days per week services to also address these types of calls, but have different numbers and/or areas of the state in which they cover. The NSPL has one number, no matter where in the country the call is made, which makes is easier to remember, serves individuals who are traveling through the state and also serves individuals who, for a variety of reasons, may not want to call a community mental health center. This contract will ensure services designed to prevent suicide are available to New Hampshire residents, link individuals at risk to services, and provide education to the local community, individuals and families.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this contract using the following performance measures:

- Increased proportion of calls answered in New Hampshire rather than re-routed to an out of state call center compared to last year.
- Increased number of follow-ups and communication with callers post crisis compared to last year.
- Increased community outreach and education of this service compared to last year.

As referenced in the Exhibit C-1, Revisions to Standard Contract Language of this contract, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, individuals who are at risk for suicide will not have the lifeline available as a resource and consequently, may follow through on their thoughts to die. Recent research shows that for every completed suicide, there are 135 people impacted by the death. The ramifications of even one additional suicide are great. New Hampshire would no longer have access to a nationally recognized number that links callers to critical services that are specially designed to prevent suicide.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Kerrin A. Rounds
Acting Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Suicide Hotline Services (SS-2020-DBH-05-SUICI-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest		1.4 Contractor Address 14 Church Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-4872	1.6 Account Number 05-095-092-922010-41170000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation $400,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory CAMERON J FORD, EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of , County of

On 1/3/2020, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

ZACHARY J. McGARRY, Notary Public
My Commission Expires July 10, 2024

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Zachary J McGarry Notary Public

1.14 State Agency Signature Date: 1/6/2020	1.15 Name and Title of State Agency Signatory Kerrin Rounds Interim Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: CATHERINE PINOS On: 1/6/20

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials CTF
Date 11/3/2020

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials CTF

Date 1/3/2020

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials CJE

Date 1/3/2020

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor shall participate in a kick-off meeting with the Department within 10 days of the contract effective date to review contract timelines, scope, and deliverables.

1.3. 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 Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

2. Scope of Work

2.1. The Contractor shall provide suicide hotline services twenty-four (24) hours per day, seven (7) days per week to respond to callers primarily located in New Hampshire to attempt to prevent threatened suicides, de-escalate crises, and provide callers with information and referrals relating to community services.

2.2. The Contractor shall provide suicide hotline services in accordance with the Contractor's Network Agreement with the Mental Health Association of New York City, Inc. whereas the Contractor participates as a crisis intervention center within the National Suicide Prevention Lifeline Network, funded through the Substance Abuse and Mental Health Services Administration (SAMHSA).

2.3. The Contractor shall maintain their Network Agreement in Section 2.2 above.

2.4. The Contractor shall maintain their national accreditation as a suicide hotline service and provide the Department with a copy of any renewal within five (5) days said certification.

2.5. The Contractor shall ask the callers about suicidality and complete a suicide risk assessment that incorporates the principles and subcomponents described in the Network Agreement referenced in Section 2.2 above.

2.6. The Contractor shall engage callers and initiate all measures to secure the safety of the callers for whom there is information that a suicide attempt has already been made, or at imminent risk of suicide using the practices of engagement described in the Network Agreement.

2.7. The Contractor shall follow up with callers post crisis to ensure they are connected to other services as applicable.

2.8. The Contractor shall maintain written guidelines, policies, and procedures for how staff shall respond to and assist callers determined by the Contractor to be a danger to themselves or to others such as but not limited to:
  2.8.1. How to conduct a lethality assessment of the applicable risk level;
  2.8.2. Procedures applicable to the dispatch of rescue personnel, including, without limitation, in those instances where a Caller refuses to volunteer cooperation; and
  2.8.3. Procedures applicable to follow-up with the Caller.

2.9. The Contractor shall answer calls within the National Suicide Prevention Lifeline Network's timeframe standards of "six (6) rings" before the call is routed to an out of state call center at least seventy percent (70%) of the time.

2.10. The Contractor shall not:
  2.10.1. Utilize an answering service or cellular telephones to answer incoming calls;
  2.10.2. Utilize an automated attendant or any other system that requires a caller to press a telephone key in order to be connected with Center Staff;
  2.10.3. Forward incoming calls to a third party; and
  2.10.4. Allow calls to be answered by a receptionist or any Center Staff not trained to assist Callers.

2.11. The Contractor shall maintain written guidelines, policies, and procedures for how to refer callers to community services so that callers are given an appropriate array of options with respect to treatment, care and/or follow-up; options shall not be limited in any manner to organizations, facilities or providers affiliated with or related to the Center.

2.12. The Contractor shall maintain a call log and document the information when the caller provides such information as, including but not limited to:
  2.12.1. Date, time, and reason for the call;
  2.12.2. Age, gender, ethnicity, race and zip code or location or residence of caller;
  2.12.3. What prompted the call;
  2.12.4. Caller's mental health/substance abuse treatment history;
  2.12.5. Caller's relationship to disaster (if any);
  2.12.6. Number of referrals provided and where made the referrals to;
  2.12.7. Whether the caller required emergency outreach services; and
  2.12.8. To the extent applicable, the manner in which the caller learned of the suicide prevention lifeline.

2.13. The Contractor shall ensure proper staffing at all times.

2.14. The Contractor shall provide the Department with copies of their written policies and procedures for providing the suicide hotline service, including but not limited to:
  2.14.1. Supervision and training requirements;
  2.14.2. Code of ethics;
  2.14.3. Grievance process; and

2.14.4. Quality Assurance and program evaluation.

2.15. The Contractor shall ensure that staff receive all necessary training (prior to their responding to calls) in accordance with guidelines in Section 2.2.

2.16. The Contractor shall provide ongoing in-service training for staff at intervals deemed sufficient for ensuring continuous quality service.

2.17. The Contractor shall collaborate with the Department and other providers, including but not limited to Granite United Way, which operates 211 in New Hampshire, to educate communities and provide online and printed information and resources for statewide distribution.

2.18. The Contractor shall attend the State's Emergency Service meetings as requested.

3. Reporting

3.1. The Contractor shall report de-identified data outlined in Section 2.12 above on a monthly basis.

3.2. The Contractor shall report monthly the following number of:

3.2.1. Calls received;

3.2.2. The number of follows up contacts by the Contractor with the caller post crisis;

3.2.3. Referrals and the reasons for the referrals and for what type of service;

3.2.4. Answered calls locally in New Hampshire and the number of calls that were re-routed to another out of state call center; and

3.2.5. Outreach and education efforts with a description of what was done and results, if it can be determined.

3.3. The Contractor shall provide:

3.3.1. For each submission, a copy of the national suicide prevention report for New Hampshire that is submitted to the National Suicide Prevention Lifeline; and

3.3.2. A copy of the Accreditation certificate within 10 days of the effective date of this contract.

4. Performance Measures

4.1. The Contractor's performance shall be measured by the:

4.1.1. Increased portion of calls answered in state rather than re-routed to an out of state call center compared to last year;

4.1.2. Increased number of follow-ups and communication with callers post crisis compared to last year; and

4.1.3. Increased community outreach and education of this service compared to last year.

5. Maintenance of Fiscal Integrity

5.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to

actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

5.1.1. Days of Cash on Hand:

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

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

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

5.1.2. Current Ratio:

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

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

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

5.1.3. Debt Service Coverage Ratio:

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

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

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

5.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

5.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

5.1.4. Net Assets to Total Assets:

5.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

5.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

5.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

5.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

5.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

5.2. In order to enable the Departmentto evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

5.3. In the event that the Contractor does not meet either:

5.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

5.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

5.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

5.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

5.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

5.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

5.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

5.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with State general funds.
   2.1. The Contractor shall use the funding in accordance with Exhibit A, Scope of Services, Sections 2.2.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor may submit a one time invoice for expenses incurred July 1, 2019 through the date Governor and Executive Council approve this Agreement. The invoice must be submitted in accordance with the Department's instructions and as outline in this Exhibit B, along with proof of actual expenditures.
5. Payment for said services shall be made monthly as follows:
   5.1. 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 B-1, Budget and Exhibit B-2, Budget.
   5.2. The Contractor shall submit an invoice in a form provided by the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   5.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
7. The Contractor shall submit a profit and loss statement that coresponds to each monthly invoice.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

   Financial Administrator
   Department of Health and Human Services
   Division for Behavioral Health
   105 Pleasant Street
   Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

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

12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Suicide Hotline Services

Exhibit B-1, Budget

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

Contractor Name: Manchest

Budget Request for: Suicide Hotline Services

Budget Period: July 1, 2019 through June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 158,143.00	$ 67,771.00	$ 225,914.00	$ -	$ 67,771.00	$ 67,771.00	$ 158,143.00	$ -	$ 158,143.00
2. Employee Benefits	$ 23,307.85	$ -	$ 23,307.85	$ -	$ -	$ -	$ 23,307.85	$ -	$ 23,307.85
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 956.15	$ 956.15	$ -	$ -	$ -	$ -	$ 956.15	$ 956.15
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 438.00	$ 438.00	$ -	$ -	$ -	$ -	$ 438.00	$ 438.00
6. Travel	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00	$ 500.00
7. Occupancy	$ -	$ 4,801.11	$ 4,801.11	$ -	$ -	$ -	$ -	$ 4,801.11	$ 4,801.11
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,434.50	$ -	$ 1,434.50	$ -	$ -	$ -	$ 1,434.50	$ -	$ 1,434.50
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 4,758.25	$ 4,758.25	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,258.25	$ 2,258.25
Insurance	$ -	$ 4,920.00	$ 4,920.00	$ -	$ 3,147.54	$ 3,147.54	$ -	$ 1,772.46	$ 1,772.46
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 600.00	$ -	$ 600.00	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ 4,662.80	$ 4,662.80	$ -	$ -	$ -	$ -	$ 4,662.80	$ 4,662.80
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 185,810.43	$ 89,809.17	$ 274,619.60	$ 600.00	$ 73,418.60	$ 74,018.60	$ 184,810.43	$ 15,189.57	$ 200,000.00

Indirect As A Percent of Direct: 47.8%

Manchest
RS-2020-ODH-03-SUIC
Exhibit B-1
Page 1 of 1

Contractor Initials: LD
Date: 4/5/2020

Bidder Name Services

Exhibit B-2, Budget

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

Contractor Name: Headwell

Budget Request for: Bidder Name Services

Budget Period: July 1, 2020 through June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 158,143.00	$ 69,804.19	$ 227,947.19	$ -	$ 69,804.19	$ 69,804.19	$ 158,143.00	$ -	$ 158,143.00
2. Employee Benefits	$ 23,307.93	$ -	$ 23,307.93	$ -	$ -	$ -	$ 23,307.93	$ -	$ 23,307.93
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 956.15	$ 956.15	$ -	$ -	$ -	$ -	$ 956.15	$ 956.15
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ 439.00	$ 439.00	$ -	$ -	$ -	$ -	$ 439.00	$ 439.00
6. Travel	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ 500.00	$ 500.00
7. Occupancy	$ -	$ 4,801.11	$ 4,801.11	$ -	$ -	$ -	$ -	$ 4,801.11	$ 4,801.11
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,434.50	$ -	$ 1,434.50	$ -	$ -	$ -	$ 1,434.50	$ -	$ 1,434.50
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 4,834.25	$ 4,834.25	$ -	$ 2,575.00	$ 2,575.00	$ -	$ 2,259.25	$ 2,259.25
Insurance	$ -	$ 5,014.43	$ 5,014.43	$ -	$ 3,241.97	$ 3,241.97	$ -	$ 1,772.46	$ 1,772.46
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 618.00	$ -	$ 618.00	$ 618.00	$ -	$ 618.00	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ 4,662.60	$ 4,662.60	$ -	$ -	$ -	$ -	$ 4,662.60	$ 4,662.60
11. Staff Education and Training	$ 1,550.00	$ -	$ 1,550.00	$ -	$ -	$ -	$ 1,550.00	$ -	$ 1,550.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 183,428.43	$ 90,818.73	$ 276,239.16	$ 618.00	$ 75,621.16	$ 76,239.16	$ 184,870.43	$ 15,169.57	$ 200,000.00

Indirect As A Percent of Direct: 49%

Headwell
23-7029-DBH-05-SUD1
Exhibit B-2
Page 1 of 1

Contractor Initials: CJF
Date: 11/9/2020

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1: **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2: Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

   1.1. Subparagraph 3, Section 3.1 of the General Provisions of this Contract, Effective Date/Completion of Services is amended to read as follows:

   3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.18, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2019 ("Effective Date").

   1.2. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.3. Section 10, Termination, is amended by adding the following language:

   10.1 Funds for this contract are appropriated to the Department and may only be used to fund a New Hampshire-based, nationally-accredited suicide hotline service as provided for in House Bill 3 of the 2019 New Hampshire Regular Legislative Session. Accordingly, this agreement will immediately terminate in the event the Contractor does not maintain the required accreditation.

   10.2 Notwithstanding Section 10.1 above, the State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.3 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

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

2. **Renewal**

   2.1. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

14 CHURCH ST. LEBANON, NH 03766

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

Vendor Name: HEARNEST INC.

1/3/2020
Date

Name: CAMERON T. FORD
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: HEADREST INC.

1/3/2020
Date

Name: CAMERON S. FORD
Title: EXECUTIVE DIRECTOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: HEADNEST INC.

11/3/2020
Date

Name: CAMERON J FORD
Title: EXECUTIVE DIRECTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: HEADNEST INC.

1/3/2020
Date

Name: CAMERON S FORD
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 Vendor Identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Vendor Name: HEADWEST INC.

1/3/2020
Date

Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	HEADWAY INC.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Kevin A Rounds	Lawrence J Ford
Name of Authorized Representative	Name of Authorized Representative
Interim Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
1/6/2020	1/3/2020
Date	Date

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

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

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

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

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

The 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: HEADREST, INC.

1/3/2020
Date

Name: CAMERON T. FORD
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 DUNS number for your entity is: 618016653

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov