



Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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

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

August 28, 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 amend existing contracts with the Contractors listed below to continue providing behavioral-based intervention Contingency Management programming for individuals with a diagnosed Opioid and/or Stimulant Use Disorder, by exercising contract renewal options, by increasing the total price limitation by \$349,000 from \$275,806 to \$624,806 and extending the completion dates from September 29, 2023 to September 29, 2024, effective September 29, 2023, upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on April 12, 2023, Item #13.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Blue Heron Neurofeedback and Counseling, LLC	362670	Statewide	\$152,251	\$192,656	\$344,907
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	\$54,005	\$68,336	\$122,341
Hope on Haven Hill, Inc.	275119-B001	Statewide	\$69,550	\$88,008	\$157,558
		<b>Total:</b>	<b>\$275,806</b>	<b>\$349,000</b>	<b>\$624,806</b>

Funds are available in the following accounts for State Fiscal Year 2024 and State Fiscal Year 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.

**See attached fiscal details.**

### EXPLANATION

The purpose of this request is for the Contractors to continue developing, implementing, and providing evidence- and behavioral-based intervention programs known as a Contingency Management. Contingency Management Programs are effective in reducing cravings, non-prescribed drug use, and risky behaviors, while increasing treatment attendance and prescribed medication adherence for individuals with a clinically diagnosed stimulant or opioid use disorder.

Fidelity to the model and its effective application is paramount to an effective program, as it is with all behavioral based interventions. The Department has been strategic in its approach to planning and training with national technical assistance on contingency management for staff implementing the program. All three Contractors have completed a three (3) hour training on providing Contingency Management with fidelity. In addition, three (3), one (1) hour individual technical assistance sessions are scheduled with each Contractor for program development specific to each Contractor's clients. Recruitment of participants has begun and the Contractors are planning full implementation of the contingency management program beginning September 2023.

Approximately 140 individuals will be served, across all three (3) Contractors, through September 29, 2024.

The Contractors will implement Contingency Management Programs in conjunction with the existing evidence-based outpatient and intensive-outpatient substance use disorder treatment services to provide individuals with positive reinforcement for achieving identified treatment goals including, but not limited to, attendance at treatment sessions, adherence to prescribed medications for Opioid Use Disorder (OUD) and/or other health conditions, as applicable, and for evidence of positive behavioral change through the provision of stimulant- and/or opioid-negative urine specimens.

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1 of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

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

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

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. Weaver  
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET**

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS:  
BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT  
100% Federal Funds**

**Vendor Name** Blue Heron Neurofeedback and Counseling, LLC **Vendor #** 362670

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057059	\$93,305.00	\$0.00	\$93,305.00
2024	074-500589	Welfare Assistance	92057059	\$58,946.00	\$0.00	\$58,946.00
2024	074-500589	Welfare Assistance	92057062	\$0.00	\$144,492.00	\$144,492.00
2025	074-500589	Welfare Assistance	92057062	\$0.00	\$48,164.00	\$48,164.00
		Sub Total		\$152,251.00	\$192,656.00	\$344,907.00

**Vendor Name** Community Council of Nashua, N.H.d/b/a Greater Nashua Mental Health **Vendor #** 154112

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057059	\$36,094.00	\$0.00	\$36,094.00
2024	074-500589	Welfare Assistance	92057059	\$17,911.00	\$0.00	\$17,911.00
2024	074-500589	Welfare Assistance	92057062	\$0.00	\$51,252.00	\$51,252.00
2025	074-500589	Welfare Assistance	92057062	\$0.00	\$17,084.00	\$17,084.00
		Sub Total		\$54,005.00	\$68,336.00	\$122,341.00

**Vendor Name** Hope on Haven Hill, Inc **Vendor #** 275119

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057059	\$43,469.00	\$0.00	\$43,469.00
2024	074-500589	Welfare Assistance	92057059	\$26,081.00	\$0.00	\$26,081.00
2024	074-500589	Welfare Assistance	92057062	\$0.00	\$66,006.00	\$66,006.00
2025	074-500589	Welfare Assistance	92057062	\$0.00	\$22,002.00	\$22,002.00
		Sub Total		\$69,550.00	\$88,008.00	\$157,558.00

<b>Overall Total</b>	\$275,806.00	\$349,000.00	\$624,806.00
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Effective Practices for the Treatment of Opioid and Stimulant Use Disorders contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Blue Heron Neurofeedback and Counseling, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 12, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1, 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:  
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$344,907
3. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.29, State Opioid Response (SOR) Grant Standards, to read:
  - 1.29. State Opioid Response (SOR) Grant Standards
    - 1.29.1. The Contractor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
    - 1.29.2. The Contractor must ensure all referrals of individuals to the Doorways are:
      - 1.29.2.1. Completed and documented in the individual's file; and
      - 1.29.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
    - 1.29.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
    - 1.29.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
    - 1.29.5. The Contractor must submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.
    - 1.29.6. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:
      - 1.29.6.1. Treatment in this context includes the treatment of OUD/StimUD

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- 1.29.6.2. Grant funds are not provided to any individual who or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.
  - 1.29.6.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
  - 1.29.7. The Contractor must ensure Naloxone kits are available to individuals, utilizing SOR funding.
  - 1.29.8. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
    - 1.29.8.1. Internal policies for the distribution of test strips;
    - 1.29.8.2. Distribution methods and frequency; and
    - 1.29.8.3. Other key data as requested by the Department.
  - 1.29.9. The Contractor must provide services as referenced to eligible individuals who:
    - 1.29.9.1. Receive MOUD services from other providers, including the individual's primary care provider;
    - 1.29.9.2. Have co-occurring mental health disorders; or
    - 1.29.9.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
  - 1.29.10. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
  - 1.29.11. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
  - 1.29.12. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
  - 1.29.13. The Contractor must comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and must collaborate with the Department to understand the aforesaid.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
- 1. This Agreement is funded with 100% Federal funds from the State Opioid Response (SOR) II Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
    - 1.1. 08/29/2022, FAIN H79TI083326; and
    - 1.2. 09/30/2023, FAIN TBD, as anticipated pending receipt of the SAMHSA Notice of Award
5. Modify Exhibit C, Payment Terms, Section 5, to read:
- 5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2023 Budget through Exhibit C-4, Amendment #1, SFY 2025 Budget.
6. Modify Exhibit C, Payment Terms, Section 8, Subsection 8.1, Paragraph 8.1.3, Subparagraph

- 8.1.3.1, by adding Parts 8.1.3.1.8 through 8.1.3.1.10, as follows:
  - 8.1.3.1.8. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community including, but not limited to, pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3).
  - 8.1.3.1.9. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b.
  - 8.1.3.1.10. Sterile needles or syringes for the hypodermic injection of any illegal drug.
- 7. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
- 8. Add Exhibit C-4, Amendment #1, SFY 2025 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 29, 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

9/1/2023

Date

DocuSigned by:

*Katja S. Fox*

FD9D05B04C63442

Name: Katja S. Fox

Title: Director

Blue Heron Neurofeedback and Counseling, LLC

9/1/2023

Date

DocuSigned by:

*Stacie Leclerc*

2D4B3E554AEE494

Name: Stacie Leclerc

Title: Owner

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

OFFICE OF THE ATTORNEY GENERAL

9/1/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734844041460...  
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		
Contractor Name: <i>Blue Heron Neurofeedback &amp; Counseling, LLC</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period <i>9/30/2023 - June 30, 2024</i>		
Indirect Cost Rate (if applicable) <i>6%</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$115,798	
2. Fringe Benefits	\$434	
3. Consultants		
4. Equipment	\$491	
5.(a) Supplies - Educational CM Rewards	\$7,449	
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office	\$651	
6. Travel	\$248	
7. Software	\$1,971	
8. (a) Other - Marketing/ Communications	\$1,890	
8. (b) Other - Education and Training	\$470	
8. (c) Other - Other (specify below)		
<i>Occupancy</i>	\$3,641	
<i>Telephone &amp; Internet</i>	\$570	
<i>Postage</i>	\$96	
<i>License</i>	\$112	
<i>Limited English Services</i>	\$356	
<i>Insurance</i>	\$473	
9. Subcontractors/Agreements	\$1,606	
<b>Total Direct Costs</b>	<b>\$136,256</b>	
<b>Total Indirect Costs</b>	<b>\$8,236</b>	
<b>TOTAL</b>	<b>\$144,492</b>	

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New Hampshire Department of Health and Human Services		
Contractor Name: <i>Blue Heron Neurofeedback &amp; Counseling, LLC</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period <i>July 1, 2024 through September 29, 2024</i>		
Indirect Cost Rate (if applicable) <i>6%</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative - <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$38,598	
2. Fringe Benefits	\$145	
3. Consultants		
4. Equipment	\$164	
5.(a) Supplies - Educational CM Rewards	\$2,483	
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office	\$217	
6. Travel	\$83	
7. Software	\$657	
8. (a) Other - Marketing/ Communications	\$630	
8. (b) Other - Education and Training	\$157	
8. (c) Other - Other (specify below)		
<i>Occupancy</i>	\$1,214	
<i>Telephone &amp; Internet</i>	\$190	
<i>Postage</i>	\$32	
<i>License</i>	\$37	
<i>Limited English Services</i>	\$119	
<i>Insurance</i>	\$158	
9. Subcontractors/Agreements	\$535	
<b>Total Direct Costs</b>	<b>\$45,419</b>	
<b>Total Indirect Costs</b>	<b>\$2,745</b>	
<b>TOTAL</b>	<b>\$48,164</b>	

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9/1/2023

# 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 BLUE HERON NEUROFEEDBACK AND COUNSELING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 17, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 811958

Certificate Number: 0006302027



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of August A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



**CERTIFICATE OF AUTHORITY**

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

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

**DATED:** 08/28/2023

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



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

Lori A. Weaver  
Interim Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
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March 15, 2023

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

**REQUESTED ACTION**

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

Contractor Name	Vendor Code	Area Served	Contract Amount
Blue Heron Neurofeedback and Counseling, LLC	362670	Statewide	\$152,251
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-8001	Statewide	\$54,005
Hope on Haven Hill, Inc.	275119-8001	Statewide	\$69,550
		<b>Total:</b>	<b>\$275,806</b>

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

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

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

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

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

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

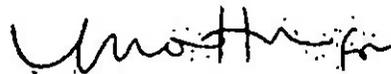
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and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

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

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

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET**

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

Vendor Name: Blue Heron

Vendor # 262670

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057053	\$0.00	\$93,305.00	\$93,305.00
2024	074-500589	Welfare Assistance	92057053	\$0.00	\$58,948.00	\$58,948.00
		Sub Total		\$0.00	\$152,251.00	\$152,251.00

Vendor Name: Greater Nashua Mental Health

Vendor # 154112-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057053	\$0.00	\$38,094.00	\$38,094.00
2024	074-500589	Welfare Assistance	92057053	\$0.00	\$17,911.00	\$17,911.00
		Sub Total		\$0.00	\$54,005.00	\$54,005.00

Vendor Name: Hope on Haven Hill

Vendor # 275119-B001

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

<b>Overall Total</b>	\$0.00	\$275,806.00	\$275,806.00
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**New Hampshire Department of Health and Human Services  
Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

**Project ID #** RFP-2023-DBH-08-EFFEC  
**Project Title** Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

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

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

Subject: RFP-2023-DBH-08-EFFEC-01

Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

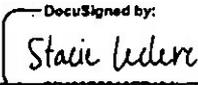
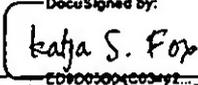
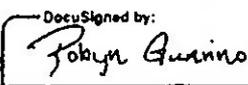
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Blue Heron Neurofeedback and Counseling, LLC		<b>1.4 Contractor Address</b> 3277 White Mountain Hwy, North Conway, NH 03860	
<b>1.5 Contractor Phone Number</b> 603-356-6400	<b>1.6 Account Number</b> 05-95-92-920510-70400000-074-500589	<b>1.7 Completion Date</b> 9/29/2023	<b>1.8 Price Limitation</b> \$152,251
<b>1.9 Contracting Officer for State Agency</b> Robert W. Moore, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 3/20/2023		<b>1.12 Name and Title of Contractor Signatory</b> Stacie Leclerc Owner	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 3/20/2023		<b>1.14 Name and Title of State Agency Signatory</b> Katja S. Fox Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 3/22/2023			
<b>1.17 Approval by the Governor and Executive Council. (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

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Date 3/20/2023

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must develop and implement a behavioral-based intervention Contingency Management Program (CMP) for individuals receiving outpatient treatment for Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD).
- 1.2. The Contractor must ensure the CMP is available statewide, to individuals who:
  - 1.2.1. Are residents of or are experiencing homelessness in NH;
  - 1.2.2. Are aged 18 and older; and
  - 1.2.3. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for an Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD) as determined by a:
    - 1.2.3.1. Licensed counselor; or
    - 1.2.3.2. An unlicensed counselor who:
      - 1.2.3.2.1. Is under the supervision of a licensed counselor; or
      - 1.2.3.2.2. Is working toward licensure; and
      - 1.2.3.2.3. Has completed the required coursework for licensure, as required by:
        - 1.2.3.2.3.1. NH Board of Alcohol and Other Drug Use Providers;
        - 1.2.3.2.3.2. NH Board of Mental Health Practice; or
        - 1.2.3.2.3.3. NH Board of Psychology.
- 1.3. The Contractor ensure the Contingency Management Program (CMP) provides positive reinforcement for evidence of desired behavioral change to individuals receiving outpatient treatment for OUD and/or StimUD. The Contractor must ensure CMP services:
  - 1.3.1. Are provided in conjunction with existing evidence-based Intensive Outpatient (IOP) and Outpatient (OP) levels of care;
  - 1.3.2. Are based on strengths of the individual;
  - 1.3.3. Are based on evidence of the individual's specific, defined, and positive behavioral change;
  - 1.3.4. Address the individual's ambivalence about decreasing substance use;

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- 1.3.5. Create the opportunity to establish positive expectations;
- 1.3.6. Allow the individual to have power in decision making regarding their treatment; and
- 1.3.7. Assist the individual to modify their behaviors to achieve and sustain recovery.
- 1.4. The Contractor must provide the Department with a Program Summary for review and approval within 10 days of the contract effective date. The Contractor must ensure the Summary clearly outlines the proposed CMP including, but not limited to:
  - 1.4.1. Program structure and policies.
  - 1.4.2. A matrix of available incentives and associated target behaviors for each. The Contractor must ensure incentives:
    - 1.4.2.1. Are valuable and desirable to the Participant;
    - 1.4.2.2. Are awarded to the Participant at time of targeted behavior achievement;
    - 1.4.2.3. Increase in value weekly as the Participant demonstrates consistency in achieving the targeted behavior;
    - 1.4.2.4. Do not exceed a value of \$15 per incentive, per Participant; and
    - 1.4.2.5. Do not exceed a total value of \$75 per Participant, per year.
  - 1.4.3. Frequency for incentive award and distribution that ensures program participants have multiple opportunities throughout the course of their treatment to receive incentives.
  - 1.4.4. Internal process for tracking incentive award and distribution.
- 1.5. The Contractor must provide individuals who meet the criteria, described in Section 1.2, with detailed program information and offer them the opportunity to participate in the program. The Contractor must ensure CMP information includes, but is not limited to:
  - 1.5.1. Program overview including, but not limited to:
    - 1.5.1.1. Clear and detailed expectations of the targeted behavior(s).
    - 1.5.1.2. How the targeted behavior(s) is/are measured.
    - 1.5.1.3. How incentives are earned and distributed.
    - 1.5.1.4. Duration of program.
  - 1.5.2. Program structure and policies including but not limited to:
    - 1.5.2.1. Enrollment.

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- 1.5.2.2. Data collection.
- 1.5.2.3. Surveys.
- 1.5.2.4. Discharge.
- 1.6. The Contractor must ensure all individuals who choose to participate in the CMP (herein after referred to as Participants), and their guardian if applicable, receive, review, and sign an informed consent prior to program participation. The Contractor must ensure informed consent includes, but is not limited to:
  - 1.6.1. Risks and benefits of participation.
  - 1.6.2. The notice of privacy practices shall be provided to the Department upon request.
  - 1.6.3. Notice of ability to rescind consent at any time.
- 1.7. The Contractor must ensure the signed informed consent form is kept in the Participant's CMP record.
- 1.8. The Contractor must ensure eligible individuals who decline to participate in the CMP:
  - 1.8.1. Will not be denied any treatment services for which they are eligible; and
  - 1.8.2. Will be offered the opportunity to enroll during their next scheduled SUD treatment services appointment.
- 1.9. The Contractor must ensure Participants who are discharged from the CMP are given the opportunity to reapply for admission to the program.
- 1.10. The Contractor must work with program Participants to develop a minimum of two (2) CMP-related treatment goals. The Contractor must ensure the CMP treatment goals are:
  - 1.10.1. Unique to, and developed in collaboration with, the individual;
  - 1.10.2. Address the individual's:
    - 1.10.2.1. Participation in, commitment to, and completion of the program and additional treatment modalities;
    - 1.10.2.2. Strengths;
    - 1.10.2.3. Ambivalence and inconsistencies regarding StimUD treatment;
    - 1.10.2.4. Negative behavior patterns; and
    - 1.10.2.5. Abstinence from stimulant use;
  - 1.10.3. Specific, Measureable, Attainable, Relevant and Timely (SMART) Goals.

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EXHIBIT B**

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- 1.11. The Contractor must ensure CMP-associated treatment plans are updated every 30 days with SMART Goals.
- 1.12. The Contractor must ensure the CMP allows Participants to be enrolled for up to a total of 12 weeks.
- 1.13. The Contractor must meet with Participants weekly, for CMP check-in. During weekly CMP check-in, the Contractor must:
  - 1.13.1. Update the Participant on the number of weeks they have participated in the program and the number of weeks remaining;
  - 1.13.2. If the Participant has achieved the targeted behavior(s), the Contractor must provide the Participant with:
    - 1.13.2.1. Positive reinforcement for the behavior(s); and
    - 1.13.2.2. The corresponding earned incentive.
  - 1.13.3. If the Participant has not achieved the targeted behavior(s), the Contractor must:
    - 1.13.3.1. Discuss and problem solve any barriers to program attendance or participation.
    - 1.13.3.2. Offer support and encouragement to take positive steps and continue to engage in their recovery efforts.
    - 1.13.3.3. Assist the Participant connecting with community-based services to support treatment and recovery as applicable.
- 1.14. The Contractor must implement the CMP in two- (2-) week intervals as follows:
  - 1.14.1. Weeks one (1) and two (2): CMP participants receive a \$10 gift card on the second Friday upon:
    - 1.14.1.1. Verified attendance at all scheduled appointments; and
    - 1.14.1.2. Verified urinalysis testing is negative for Opioids and Stimulants.
  - 1.14.2. Weeks three (3) and four (4):
    - 1.14.2.1. CMP participants receive a \$10 gift card on the fourth Friday upon:
      - 1.14.2.1.1. Verified attendance at all scheduled appointments; and
      - 1.14.2.1.2. Verified urinalysis testing is negative for Opioids and Stimulants.
    - 1.14.2.2. Participants who complete a CMP-related goal as identified in their treatment plan; in addition to the above, will receive

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

- 1.14.3. Weeks five (5) through 12: Remaining intervals repeat as detailed above with remaining gift card distribution occurring at weeks six (6), eight (8), 10, and 12, when earned.
- 1.15. The Contractor must ensure earned incentives are awarded to Participants at the time of targeted behavior(s) achievement.
- 1.16. The Contractor must ensure Participant records related to the CMP are recorded and maintained separate from the Participant's clinical outpatient record.
- 1.17. The Contractor must ensure the CMP is implemented to fidelity. The Contractor must:
  - 1.17.1. Consult with the Department on adaptations, as needed, to meet the needs of the individuals served.
  - 1.17.2. Ensure adaptations to the CMP are not implemented prior to or without Department approval.
- 1.18. The Contractor must conduct continuous quality improvement to determine needs or modifications.
- 1.19. The Contractor must implement the CMP no later than 90 days after the contract effective date.
- 1.20. The Contractor must comply with all current and future federal and state laws, rules, and regulations, regarding this scope of work.
- 1.21. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.
- 1.22. The Contractor must participate in meetings with the Department, on a monthly basis, or as otherwise requested by the Department.
- 1.23. Program Marketing
  - 1.23.1. The Contractor must develop marketing materials to be used for program outreach. The Contractor must ensure CMP marketing materials:
    - 1.23.1.1. Educate individuals receiving services and service providers about the CMP including, but not limited to:
      - 1.23.1.1.1. Benefits and successes of using this approach in conjunction with other evidence-based treatment modalities;
      - 1.23.1.1.2. Program overview.
      - 1.23.1.1.3. Program structure and policies.

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

**1.24. CMP Aftercare Surveys**

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

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

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

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

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

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

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

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

**1.25. Data Entry Requirements**

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

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

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

of the information;

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

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

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

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

1.25.3.1. Demographics;

1.25.3.2. Number of individuals served;

1.25.3.3. Number of CMP sessions attended per individual;

1.25.3.4. Number of individuals who completed the CMP;

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

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

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

**1.26. Reporting**

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

1.26.1.1. Demographics;

1.26.1.2. Number of individuals served;

1.26.1.3. Number of sessions individuals attended;

1.26.1.4. Number of individuals completing the CMP;

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

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**New Hampshire Department of Health and Human Services.  
Effective Practices for the Treatment of Opioid and Stimulant Use Disorders  
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- 1.26.1.6. Number and cost of incentives provided, per individual; and
- 1.26.1.7. Other CMP data as determined and requested by the Department.
- 1.26.2. The Contractor must submit monthly CMP Participant Survey results to the Department, in a format approved by the Department. The Contractor must ensure survey results data is aggregate and non-identifiable.
- 1.26.3. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 1.27. Staffing
  - 1.27.1. The Contractor and its program staff must attend the CMP training, provided by the Department's designated trainer, prior to CMP implementation.
  - 1.27.2. The Contractor must recruit and maintain sufficient staff assigned to the CMP necessary to perform and carry out all of the functions, requirements, roles and duties as proposed. The Contractor must ensure CMP staff are trained:
    - 1.27.2.1. On the program model prior to working in the program;
    - 1.27.2.2. To safeguard the confidentiality, privacy, and information security of the participant information; and
    - 1.27.2.3. Any access to Department databases shall require completion of Department information security training as required.
  - 1.27.3. The Contractor must provide a CMP Administrative Coordinator to monitor day-to-day program tasks. The Contractor must ensure CMP Administrative Coordinator tasks include, but are not limited to:
    - 1.27.3.1. Weekly reviews of Participant records to ensure the following information is documented:
      - 1.27.3.1.1. Urinalysis test results, if applicable, and include test date and positive or negative result;
      - 1.27.3.1.2. Attendance;
      - 1.27.3.1.3. Treatment plan goal achievement, if applicable; and
      - 1.27.3.1.4. Total number and cash value of incentives received.

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

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1.27.3.2. Assisting Participants with obtaining incentives, as applicable.

**1.28. Performance Measures**

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

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

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

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

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

**1.29. State Opioid Response (SOR) Grant Standards**

1.29.1. The Contractor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

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

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

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

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

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

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

1.29.5.1. Treatment in this context includes the treatment of  or

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

StimUD.

- 1.29.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
- 1.29.5.3. This marijuana restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 1.29.6. The Contractor must ensure Naloxone kits are available to individuals utilizing SOR funding.
- 1.29.7. If the Contractor intends to distribute Fentanyl test strips, the selected Applicant(s) must provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The selected Applicant(s) must ensure the utilization plan includes, but is not limited to:
  - 1.29.7.1. Internal policies for the distribution of Fentanyl strips;
  - 1.29.7.2. Distribution methods and frequency; and
  - 1.29.7.3. Other key data as requested by the Department.
- 1.29.8. The Contractor must provide services to eligible individuals who:
  - 1.29.8.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;
  - 1.29.8.2. Have co-occurring mental health disorders; or
  - 1.29.8.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.29.9. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 1.29.10. The Contractor must ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.
- 1.29.11. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

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

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

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

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

**3.3. Credits and Copyright Ownership**

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

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

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

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

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

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

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

**4. Records**

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

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

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

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

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

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

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

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examination, excerpts and transcripts.

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

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

**Payment Terms**

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

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

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

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

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

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

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

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

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

8.1.3. Invoices supporting expenses reported.

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

8.1.3.1.1. Amounts belonging to other programs.

8.1.3.1.2. Amounts prior to effective date of contract.

8.1.3.1.3. Construction or renovation expenses.

8.1.3.1.4. Food or water.

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

8.1.3.1.6. Fines, fees, or penalties.

8.1.3.1.7. Cell phones and cell phone minutes for clients.

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

8.1.5. Cost center reports.

8.1.6. Profit and loss report.

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

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

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

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- 8.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8.2. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesbdas@dhhs.nh.gov](mailto:dhhs.dbhinvoicesbdas@dhhs.nh.gov) or mailed to:  

Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
- 9. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
- 10. The Contractor agrees that invoices submitted late may be subject to non-payment.
- 11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 14. Audits
  - 14.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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

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dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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

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

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

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Blue Heron Neurofeedback &amp; Counseling, LLC</u>	
Budget Request for: <u>Contingency Management Program</u>	
Budget Period: <u>2/1/2023-6/30/2023</u>	
Indirect Cost Rate (if applicable) <u>6.67%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$79,296
2. Fringe Benefits	\$297
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$336
5.(a) Supplies - Educational CM Rewards	\$5,100
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$446
6. Travel	\$170
7. Software	\$1,350
8. (a) Other - Marketing/ Communications	\$1,294
8. (b) Other - Education and Training	\$322
8. (c) Other - Other (specify below)	
<i>Occupancy</i>	\$2,493
<i>Telephone &amp; Internet</i>	\$390
<i>Postage</i>	\$66
<i>Licenses</i>	\$77
<i>Limited English Services</i>	\$244
<i>Insurance</i>	\$324
9. Subcontractors/Agreements	\$1,100
<b>Total Direct Costs</b>	<b>\$87,469</b>
<b>Total Indirect Costs</b>	<b>\$5,836</b>
<b>TOTAL</b>	<b>\$93,305</b>

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RFP-2023-OBH-08-EFFEC-01

Exhibit C-2  
SFY24 Budget

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Blue Heron Neurofeedback &amp; Counseling, LLC</u>	
Budget Request for: <u>Contingency Management Program</u>	
Budget Period: <u>7/1/2023-9/29/2023</u>	
Indirect Cost Rate (if applicable): <u>6.30%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$50,544
2. Fringe Benefits	\$178
3. Consultants	\$0
4. Equipment	\$201
5.(a) Supplies - Educational CM Rewards	\$3,060
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$267
6. Travel	\$102
7. Software	\$810
8. (a) Other - Marketing/ Communications	\$776
8. (b) Other - Education and Training	\$193
8. (c) Other - Other (specify below)	
<i>Occupancy</i>	\$1,495
<i>Telephone &amp; Internet</i>	\$234
<i>Postage</i>	\$40
<i>License</i>	\$46
<i>Limited English Services</i>	\$146
<i>Insurance</i>	\$194
9. Subcontractors/Agreements	\$660
<b>Total Direct Costs</b>	<b>\$55,446</b>
<b>Total Indirect Costs</b>	<b>\$3,500</b>
<b>TOTAL</b>	<b>\$58,946</b>

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New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

Vendor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

*Stacie Leclerc*

Name: Stacie Leclerc

Title: Owner



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

Stacie Leclerc

Name: Stacie Leclerc

Title: Owner

DS  
SL

Vendor Initials

3/20/2023

Date

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

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

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:  
  
 Name: Stacie Leclerc  
 Title: Owner

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
SL

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

Stacie Leclerc

Name: Stacie Leclerc

Title: Owner

Exhibit G

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

DS  
SL

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

*Stacie Leclerc*

Name: Stacie Leclerc

Title: Owner

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

Stacie Leduc

Name: Stacie Leduc

Title: Owner



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

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

- 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:

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

Name: _____	Amount: _____

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

This Amendment to the Effective Practices for the Treatment of Opioid and Stimulant Use Disorders contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 12, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1, 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:  
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$122,341
3. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.29, State Opioid Response (SOR) Grant Standards, to read:
  - 1.29. State Opioid Response (SOR) Grant Standards
    - 1.29.1. The Contractor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
    - 1.29.2 The Contractor must ensure all referrals of individuals to the Doorways are:
      - 1.29.2.1. Completed and documented in the individual's file; and
      - 1.29.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
    - 1.29.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
    - 1.29.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
    - 1.29.5. The Contractor must submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.
    - 1.29.6. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:

Community Council of Nashua, N.H.  
d/b/a Greater Nashua Mental Health

A-S-1.2

Contractor Initials 

RFP-2023-DBH-08-EFFEC-021-A01

Page 1 of 5

Date 9/5/2023

- 1.29.6.1. Treatment in this context includes the treatment of OUD/StimUD.
- 1.29.6.2. Grant funds are not provided to any individual who or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.
- 1.29.6.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 1.29.7. The Contractor must ensure Naloxone kits are available to individuals, utilizing SOR funding.
- 1.29.8. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
  - 1.29.8.1. Internal policies for the distribution of test strips;
  - 1.29.8.2. Distribution methods and frequency; and
  - 1.29.8.3. Other key data as requested by the Department.
- 1.29.9. The Contractor must provide services as referenced to eligible individuals who:
  - 1.29.9.1. Receive MOUD services from other providers, including the individual's primary care provider;
  - 1.29.9.2. Have co-occurring mental health disorders; or
  - 1.29.9.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.29.10. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 1.29.11. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 1.29.12. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
- 1.29.13. The Contractor must comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and must collaborate with the Department to understand the aforesaid.

4. Modify Exhibit C, Payment Terms, Section 1, to read:

- 1. This Agreement is funded with 100% Federal funds from the State Opioid Response (SOR) II Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
  - 1.1. 08/29/2022, FAIN H79TI083326; and
  - 1.2. 09/30/2023, FAIN TBD, as anticipated pending receipt of the SAMHSA Notice of Award

5. Modify Exhibit C, Payment Terms, Section 5, to read:

- 5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2023 Budget through Exhibit C-4, Amendment #1, SFY 2025

Budget.

6. Modify Exhibit C, Payment Terms, Section 8, Subsection 8.1, Paragraph 8.1.3, Subparagraph 8.1.3.1, by adding Parts 8.1.3.1.8 through 8.1.3.1.10, as follows:
  - 8.1.3.1.8. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community including, but not limited to, pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3).
  - 8.1.3.1.9. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b.
  - 8.1.3.1.10. Sterile needles or syringes for the hypodermic injection of any illegal drug.
7. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-4, Amendment #1, SFY 2025 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 29, 2023, or upon Governor and Council approval, whichever is later.

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

9/6/2023

\_\_\_\_\_  
Date

DocuSigned by:

*Katja S. Fox*

\_\_\_\_\_  
Name: Katja S. Fox

Title: Director

Community Council of NH,  
d/b/a Greater Nashua Mental Health

9/5/2023

\_\_\_\_\_  
Date

DocuSigned by:

*Cynthia L. Whitaker, PsyD*

\_\_\_\_\_  
Name: Cynthia L. Whitaker, PsyD

Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

9/6/2023

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		
Contractor Name: <i>Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period <i>September 30, 2023 through June 30, 2024</i>		
Indirect Cost Rate (if applicable) <i>6%</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$32,755	
2. Fringe Benefits	\$9,388	
3. Consultants		
4. Equipment		
5.(a) Supplies - Educational CM Rewards		
5.(b) Supplies - Lab	\$1,950	Point of Care- Urine Testing Cups
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical	\$395	Medical Gloves and test cup disposal materials
5.(e) Supplies Office	\$350	Certificates for program completion, Pens, fishbowl for Raffle, scissors, paper, folders, envelopes, tape, etc.
6. Travel		
7. Software		
8. (a) Other - Marketing/ Communications	\$400	Flyers, Brochures, Posters
8. (b) Other - Education and Training		
<i>Contingency Incentives</i>	\$3,000	Funding for gift cards for contingency incentives (40 clients calculated with \$75 maximum earnings) plus fees for bulk order or activation fees
<i>CSQ-8 Client Satisfaction Questionare</i>	\$100	Purchase of CSQ-8 Questionnaires to be distributed electronically to program participants
<i>Postage</i>	\$150	For Marketing Material, outreach to referral sources.
9. Subcontractors/Agreements		
<b>Total Direct Costs</b>	<b>\$48,488</b>	
<b>Total Indirect Costs</b>	<b>\$2,764</b>	
<b>TOTAL</b>	<b>\$51,252</b>	

DA  
CW

9/5/2023

New Hampshire Department of Health and Human Services		
Contractor Name: <i>Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period <i>July 1, 2024 through September 29, 2024</i>		
Indirect Cost Rate (if applicable) <i>6%</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$11,270	
2. Fringe Benefits	\$3,230	
3. Consultants		
4. Equipment		
5.(a) Supplies - Educational CM Rewards		
5.(b) Supplies - Lab	\$488	Point of Care- Urine Testing Cups
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical	\$99	Medical Gloves and test cup disposal materials
5.(e) Supplies Office	\$164	Certificates for program completion, Pens, fishbowl for Raffle, scissors, paper, folders, envelops, tape, etc.
6. Travel		
7. Software		
8. (a) Other - Marketing/ Communications	\$100	Flyers, Brochures, Posters
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
<i>Contingency Incentives</i>	\$750	Funding for gift cards for contingency incentives (10 clients calculated with \$75 maximum earnings) plus fees for bulk order or activation fees
<i>CSQ-8 Client Satisfaction Questionare</i>	\$25	Purchase of CSQ-8 Questionaires to be distributed electronically to program participants
<i>Postage</i>	\$38	For Marketing Material, outreach to referral sources.
9. Subcontractors/Agreements		
<b>Total Direct Costs</b>	<b>\$16,163</b>	
<b>Total Indirect Costs</b>	<b>\$921</b>	
<b>TOTAL</b>	<b>\$17,084</b>	

  
 9/5/2023

# 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 THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63050

Certificate Number: 0005752978



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, James R. Jordan, Board Chair; hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Sept 5, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Cynthia L Whitaker, PsyD, President & Chief Executive Officer (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 09/05/23

*James R. Jordan*

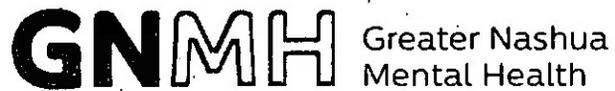
Signature of Elected Officer

Name: James R. Jordan

Title: Board Chair

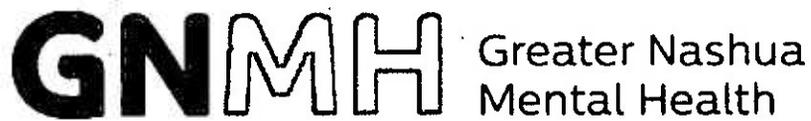
Greater Nashua Mental Health





**Mission Statement of Greater Nashua Mental Health**

Empowering people to lead full and satisfying lives through effective treatment and support.



**FINANCIAL STATEMENTS**

June 30, 2022

(With Comparative Totals for June 30, 2021)

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
The Community Council of Nashua, NH, Inc.  
d/b/a Greater Nashua Mental Health

### Opinion

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. 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 are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Board of Directors  
The Community Council of Nashua, NH, Inc.  
d/b/a Greater Nashua Mental Health  
Page 2

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization'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 the Organization's 2021 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 28, 2021. 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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 31, 2022

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Financial Position**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 15,290,931	\$11,248,237
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$222,078 in 2022 and \$226,715 in 2021	1,356,320	1,868,512
Investments	1,990,726	2,145,270
Prepaid expenses	253,732	282,051
Property and equipment, net	<u>3,117,476</u>	<u>2,798,099</u>
Total assets	<u>\$ 22,009,185</u>	<u>\$18,342,169</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Liabilities</b>		
Accounts payable and accrued expenses	\$ 273,782	\$ 221,939
Accrued payroll and related activities	1,821,811	1,169,301
Accrued vacation	520,835	483,361
Estimated third-party liability	683,358	-
Deferred revenue	<u>95,181</u>	<u>350,466</u>
Total liabilities	<u>3,394,967</u>	<u>2,225,067</u>
<b>Net assets</b>		
Without donor restrictions		
Undesignated	15,998,231	13,370,028
Board designated	<u>2,302,975</u>	<u>2,418,378</u>
Total without donor restrictions	18,301,206	15,788,406
With donor restrictions	<u>313,012</u>	<u>328,696</u>
Total net assets	<u>18,614,218</u>	<u>16,117,102</u>
Total liabilities and net assets	<u>\$ 22,009,185</u>	<u>\$18,342,169</u>

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

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2022**

**(With Comparative Totals for Year Ended June 30, 2021)**

	2022			Total 2021
	Without Donor Restrictions	With Donor Restrictions	Total	
Revenues and support				
Program service fees, net	\$ 18,583,127	\$ -	\$ 18,583,127	\$ 18,020,296
New Hampshire Bureau of Behavioral Health	4,018,116	-	4,018,116	3,390,523
Federal and state grants	927,473	-	927,473	871,173
Rental income	7,817	-	7,817	6,943
Contributions and support	154,903	-	154,903	137,705
Paycheck Protection Program (PPP) funding	-	-	-	2,071,084
Other	<u>389,089</u>	-	<u>389,089</u>	<u>1,165,403</u>
Total revenues and support	<u>24,080,525</u>	-	<u>24,080,525</u>	<u>25,663,127</u>
Expenses				
Program services				
Children's and adolescents' services	2,794,767	-	2,794,767	2,133,451
Adult services	5,752,634	-	5,752,634	5,080,510
Older adult services	590,749	-	590,749	561,822
Deaf services	489,789	-	489,789	384,316
Substance abuse disorders	797,363	-	797,363	678,873
Medical services	1,790,913	-	1,790,913	1,642,608
Other programs	<u>3,154,994</u>	-	<u>3,154,994</u>	<u>2,044,300</u>
Total program services	15,371,209	-	15,371,209	12,525,880
General and administrative	6,034,152	-	6,034,152	5,673,236
Development	<u>46,961</u>	-	<u>46,961</u>	<u>33,390</u>
Total expenses	<u>21,452,322</u>	-	<u>21,452,322</u>	<u>18,232,506</u>
Income from operations	<u>2,628,203</u>	-	<u>2,628,203</u>	<u>7,430,621</u>
Other income (loss)				
Investment return, annual appropriation	-	-	-	45,003
Investment return, net of fees and annual appropriation	25,094	3,590	28,684	(12,898)
Realized and unrealized (losses) gains on investments	<u>(140,497)</u>	<u>(19,274)</u>	<u>(159,771)</u>	<u>303,297</u>
Total other (loss) income	<u>(115,403)</u>	<u>(15,684)</u>	<u>(131,087)</u>	<u>335,402</u>
Excess of revenues and support and other income over expenses and change in net assets	2,512,800	(15,684)	2,497,116	7,766,023
Net assets, beginning of year	<u>15,788,406</u>	<u>328,696</u>	<u>16,117,102</u>	<u>8,351,079</u>
Net assets, end of year	<u>\$ 18,301,206</u>	<u>\$ 313,012</u>	<u>\$ 18,614,218</u>	<u>\$ 16,117,102</u>

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

## THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

## Statement of Functional Revenues and Expenses

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Revenues and support and other income											
Program service fees, net	\$ 4,486,775	\$ 9,484,255	\$ 1,663,659	\$ 671,241	\$ 314,292	\$ 1,127,279	\$ 834,235	\$ 18,581,736	\$ 1,391	\$ -	\$ 18,583,127
New Hampshire Bureau of Behavioral Health	225,410	1,117,069	1,450	326,658	487,758	160	1,800,360	3,958,865	59,251	-	4,018,116
Federal and state grants	250,241	50,000	-	-	1,000	-	626,232	927,473	-	-	927,473
Rental income	-	-	-	-	-	-	-	-	7,817	-	7,817
Contributions and support	-	500	-	-	-	-	41,443	41,943	1	112,959	154,903
Net investment loss	-	-	-	-	-	-	-	-	(131,087)	-	(131,087)
Other	-	373,425	-	-	1,000	-	-	374,425	14,664	-	389,089
Total revenues and support and other income (loss)	<u>\$ 4,962,426</u>	<u>\$ 11,025,249</u>	<u>\$ 1,665,109</u>	<u>\$ 997,899</u>	<u>\$ 804,050</u>	<u>\$ 1,127,439</u>	<u>\$ 3,302,270</u>	<u>\$ 23,884,442</u>	<u>\$ (47,963)</u>	<u>\$ 112,959</u>	<u>\$ 23,949,438</u>

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

## THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

## Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Total revenues and support and other income (loss)	\$ 4,962,426	\$ 11,025,249	\$ 1,665,109	\$ 997,899	\$ 804,050	\$ 1,127,439	\$ 3,302,270	\$ 23,884,442	\$ (47,963)	\$ 112,959	\$ 23,949,438
Expenses											
Salaries and wages	2,020,764	3,957,308	456,149	323,194	618,816	1,488,980	2,191,351	11,056,562	3,072,502	20,439	14,149,503
Employee benefits	409,415	725,938	63,799	44,090	81,196	173,686	339,729	1,837,853	434,761	6,608	2,279,222
Payroll taxes	207,052	315,619	36,586	26,228	49,157	95,863	174,425	904,930	191,684	1,602	1,098,216
Professional services	13,133	24,370	867	57,152	13,189	12,425	133,869	255,005	416,225	10,500	681,730
Staff development and recognition	5,721	11,335	809	5,714	12,550	3,719	8,738	48,586	72,708	-	121,294
Utilities	-	1,630	-	-	-	-	-	1,630	142,551	-	144,181
Occupancy	5	29,084	-	-	-	-	94,620	123,709	361,392	-	485,101
Supplies and equipment	17,712	12,914	-	2,214	3,085	3,353	105,644	144,922	229,411	253	374,586
Software and technology	1,125	100	-	-	-	600	4,959	6,784	384,825	1,811	393,420
Travel and meals	48,874	96,645	15,285	18,310	2,370	-	10,663	192,147	6,839	-	198,986
Communications	13,060	36,937	4,753	4,687	2,501	862	32,826	95,626	278,256	4,875	378,757
Client support	21,092	98,618	8	14	2,000	-	3,128	124,860	13,716	-	138,576
Insurance	-	1,414	-	-	-	-	4,883	6,297	278,949	-	285,246
Dues and publications	4,400	263	-	175	190	180	253	5,461	62,077	50	67,588
Other	-	370,249	-	-	-	-	903	371,152	29,498	563	401,213
Depreciation	32,414	70,210	12,493	8,011	12,309	11,245	49,003	195,685	58,758	260	254,703
Total expenses before allocation	2,794,767	5,752,634	590,749	489,789	797,363	1,790,913	3,154,994	15,371,209	6,034,152	46,961	21,452,322
General and administrative allocation	1,645,861	3,598,396	478,589	224,605	334,840	(663,474)	457,784	6,076,601	(6,082,115)	5,514	-
Total expenses	4,440,628	9,351,030	1,069,338	714,394	1,132,203	1,127,439	3,612,778	21,447,810	(47,963)	52,475	21,452,322
Change in net assets	\$ 521,798	\$ 1,674,219	\$ 595,771	\$ 283,505	\$ (328,153)	\$ -	\$ (310,508)	\$ 2,436,632	\$ -	\$ 60,484	\$ 2,497,116

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

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Cash Flows**

**Year Ended June 30, 2022  
(With Comparative Totals for Year Ended June 30, 2021)**

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 2,497,116	\$ 7,766,023
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	254,703	264,510
Net realized and unrealized losses (gains) on investments	159,771	(303,297)
Loss on disposal of assets	-	155,387
Changes in operating assets and liabilities		
Accounts receivable	512,192	685,302
Prepaid expenses	28,319	(146,036)
Accounts payable and accrued expenses	68,755	(22,783)
Accrued payroll and related activities	652,510	(171,105)
Accrued vacation	37,474	22,818
Estimated third-party liability	683,358	(18,681)
Deferred revenue	(255,285)	345,514
PPP funding	-	(2,052,284)
Net cash provided by operating activities	<u>4,638,913</u>	<u>6,525,368</u>
Cash flows from investing activities		
Purchases of investments	(973,632)	(1,087,243)
Proceeds from the sale of investments	968,405	1,062,635
Purchase of property and equipment	(590,992)	(209,296)
Net cash used by investing activities	<u>(596,219)</u>	<u>(233,904)</u>
Cash flows from financing activities		
Principal payments on notes payable	-	(1,384,204)
Net increase in cash and cash equivalents	4,042,694	4,907,260
Cash and cash equivalents, beginning of year	<u>11,248,237</u>	<u>6,340,977</u>
Cash and cash equivalents, end of year	<u>\$ 15,290,931</u>	<u>\$ 11,248,237</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 65,370</u>	<u>\$ 82,282</u>

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

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

**Organization**

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Older Adult Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

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

**Basis of Presentation**

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

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

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

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

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

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

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

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable. Accounts receivable, net amounted to \$2,553,814 as of June 30, 2020.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

**Investments**

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

**Property and Equipment**

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

**Revenue Recognition**

Program service fees, net revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606 and related guidance.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses are allocated based on full time equivalents and program expenses are allocated based on client count.

**Estimated Third-Party Liability**

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2022, Managed Care Organizations (MCO's) authorized the Organization to use 50% of any unmet minimum threshold levels to be used to invest for workforce improvements. Management has recognized a potential repayment of \$683,358 at June 30, 2022. During 2021, MCO's waived minimum threshold levels in full and therefore, management did not recognize a potential repayment for services provided during 2021.

**Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2022 and 2021. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

**Subsequent Events**

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 31, 2022, which is the date that the financial statements were available to be issued.

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

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents available for operations	\$14,665,670	\$10,646,433
Accounts receivable, net	<u>1,356,320</u>	<u>1,868,512</u>
Financial assets available to meet general expenditures within one year	<u>\$16,021,990</u>	<u>\$12,514,945</u>

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2022. See Note 8.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

**3. Program Service Fees and Concentrations of Credit Risk**

For the years ended June 30, 2022 and 2021, approximately 77% and 83%, respectively, of the revenue and support of the Organization was derived from managed care contracts. As of June 30, 2022 and 2021, accounts receivable due from government grants was approximately 62% and 68%, respectively.

**4. Investments**

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2022</u>	<u>2021</u>
Common stock	\$ 853,384	\$ 889,746
Equity mutual funds	170,273	291,844
U.S. Treasury bonds	440,237	571,446
Corporate bonds	408,234	269,361
Corporate bond mutual funds	<u>118,598</u>	<u>122,873</u>
	<u>\$ 1,990,726</u>	<u>\$ 2,145,270</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

**5. Fair Value of Financial Instruments**

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

<u>2022</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stock	\$ 853,384	\$ -	\$ 853,384
Equity mutual funds	170,273	-	170,273
U.S. Treasury bonds	440,237	-	440,237
Corporate bonds	-	408,234	408,234
Corporate bond mutual funds	<u>118,598</u>	<u>-</u>	<u>118,598</u>
	<u>\$ 1,582,492</u>	<u>\$ 408,234</u>	<u>\$ 1,990,726</u>
<u>2021</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stock	\$ 889,746	\$ -	\$ 889,746
Equity mutual funds	291,844	-	291,844
U.S. Treasury bonds	571,446	-	571,446
Corporate bonds	-	269,361	269,361
Corporate bond mutual funds	<u>122,873</u>	<u>-</u>	<u>122,873</u>
	<u>\$ 1,875,909</u>	<u>\$ 269,361</u>	<u>\$ 2,145,270</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

**6. Property and Equipment**

Property and equipment consists of the following:

	<u>2022</u>	<u>2021</u>
Land, buildings and improvements	\$ 5,883,482	\$ 5,297,124
Furniture and equipment	359,289	314,282
Computer equipment	459,576	285,083
Software	703,688	703,688
Vehicles	79,121	33,191
Construction in process	<u>-</u>	<u>277,708</u>
	7,485,156	6,911,076
Less accumulated depreciation	<u>(4,367,680)</u>	<u>(4,112,977)</u>
Property and equipment, net	<u>\$ 3,117,476</u>	<u>\$ 2,798,099</u>

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.,  
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2022  
(With Comparative Totals for June 30, 2021)

7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

The Organization has a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. There were no appropriations during 2022. During 2021, the Board of Directors approved an appropriation of \$45,003 to support current operations.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

**Return Objectives and Risk Parameters**

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

**Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2022 and 2021.

**Endowment Composition and Changes in Endowment**

The endowment net asset composition by type of fund as of June 30, 2022 was as follows:

	<b><u>Without Donor Restrictions</u></b>	<b><u>With Donor Restrictions</u></b>	<b><u>Total</u></b>
Donor-restricted endowment funds	\$ -	\$ 313,012	\$ 313,012
Board-designated endowment funds	<u>2,302,975</u>	<u>-</u>	<u>2,302,975</u>
	<u>\$ 2,302,975</u>	<u>\$ 313,012</u>	<u>\$ 2,615,987</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

The changes in endowment net assets for the year ended June 30, 2022 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2021	\$ 2,418,378	\$ 328,696	\$ 2,747,074
Investment loss, net of fees	<u>(115,403)</u>	<u>(15,684)</u>	<u>(131,087)</u>
Endowment net assets, June 30, 2022	<u>\$ 2,302,975</u>	<u>\$ 313,012</u>	<u>\$ 2,615,987</u>

The endowment net asset composition by type of fund as of June 30, 2021 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 328,696	\$ 328,696
Board-designated endowment funds	<u>2,418,378</u>	<u>-</u>	<u>2,418,378</u>
	<u>\$ 2,418,378</u>	<u>\$ 328,696</u>	<u>\$ 2,747,074</u>

The changes in endowment net assets for the year ended June 30, 2021 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2020	\$ 2,086,877	\$ 275,595	\$ 2,362,472
Contributions	80,000	9,010	89,010
Investment return, net of fees	286,498	49,094	335,592
Amount appropriated for expenditure	(40,000)	(5,003)	(45,003)
Appropriated funds not drawn from investments	<u>5,003</u>	<u>-</u>	<u>5,003</u>
Endowment net assets, June 30, 2021	<u>\$ 2,418,378</u>	<u>\$ 328,696</u>	<u>\$ 2,747,074</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

**8. Line of Credit**

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate (4.75% at June 30, 2022). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2022 or 2021. Management is in the process of renewing the line of credit with TD Bank.

**9. Commitments and Contingencies**

**Operating Leases**

The Organization leases an office facility and various pieces of equipment under operating lease agreements. Expiration dates range from November 2022 to June 2026. Total rent expense charged to operations was approximately \$145,000 in 2022 and \$80,000 in 2021.

Future minimum lease payments are as follows:

2023	\$ 121,412
2024	18,803
2025	6,019
2026	<u>1,874</u>
	<u>\$ 148,108</u>

**10. Tax Deferred Annuity Plan**

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition, the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2022 and 2021. Expenses associated with this plan were \$364,888 and \$290,063 for the years ended June 30, 2022 and 2021, respectively.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

**11. Uncertainty and Relief Funding**

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its continued economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has enacted three statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding.

During 2020, the Organization received \$2,048,300 under the CARES Act Paycheck Protection Program (PPP). The PPP has specific criteria for eligibility and provides for forgiveness of the funds under this program if the Organization meets certain requirements. In June 2021, the Organization received notice from the Small Business Administration and the lender that its PPP funds were forgiven. The revenue is separately reported in the statement of activities and changes in net assets during the year ended June 30, 2021.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services. The Organization received PRF in the amount of \$149,673 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize the PRF funds included in other revenue in the statement of activities and changes in net assets for the year ended June 30, 2021.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2022**

**(With Comparative Totals for June 30, 2021)**

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately \$127,500 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are presented in other revenue in the statements of activities and changes in net assets for the year ended June 30, 2021.

During 2022, the Organization was awarded emergency grant funding under the ARPA and the funds were passed through the State of New Hampshire in the amount of \$617,579 for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize the ARPA funds in full which is included in Medicaid revenue in the statement of activities and changes in net assets for the year ended June 30, 2022.



**BOARD OF DIRECTORS (2023)**

James R. Jordan                      Chair

Pamela Burns                        Vice Chair

Diane Vienneau                      Secretary

Edmund Sylvia                        Treasurer

Robert Amrein, Esquire

Lt. Charles MacGregor

Fr. Thomas A. Moses

Elizabeth Sheehan

Kristen Sheppard

Mary Ann Somerville

James Fasoli                         Emeritus Board

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

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**Summary of Qualifications:**

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

**Professional Experience:**

***Greater Nashua Mental Health, Nashua, New Hampshire***

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

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

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

**Assistant Director of Case Management for Housing (2011 –**

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

*Children's Friend and Family Service, Salem, Massachusetts*

2003 – 2005

**Outpatient Clinician**

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

**Education and Licensure:**

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

MSW Clinical Social Work  
Boston College  
Chestnut Hill, MA

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

# Mikaila Bayers

531 Lake Avenue  
Manchester, NH 03103  
603-475-2917  
Mikaila.Bayers@gmail.com

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## Education

**UNIVERSITY OF NEW HAMPSHIRE**, Manchester, NH Sept 2012-May 2016  
*Bachelor of Arts in Psychology*, GPA 3.52  
Graduated May 2016  
Accomplishments: Cum Laude; Psi Chi, *The International Honor Society in Psychology*  
Projects: Organized a successful food drive to support the NH Food Bank; Conducted a donation drive to support homeless Veterans at Liberty House which raised \$1200

## Work Experience

**Families in Transition**, Manchester, NH June 2016-Sept 2016

### *Employment Program Navigator*

- Became fluent in programs offered by the state and related agencies for high risk populations experiencing homelessness, substance abuse, mental illness, and unemployment
- Contributed as a member of the Goodwill Job Connections team assisting FIT participants in acquiring employment as well as state and other related agency benefits
- Networked and maintained relationships with partner agencies

**AMAZON.COM**, Nashua, NH June 2010-July 2015

*Learning Coordinator* (promotion) July 2012-July 2015

- Interviewed, selected, and led team of trainers through peak seasons to support associate ramp of 350%
- Reported to the site leader, managed all aspects of site training programs, including material development, orientation, training, record-keeping, and data entry
- Supported operations and area managers in achieving year-over-year improvements through the use of standard work, visual management and ongoing supportive training
- Analyzed weekly training performance metrics and provided senior leadership with process trends and develop training programs for ambassadors and third-party staffing leaders to support associates below learning curve

*Warehouse Associate* June 2010-July 2012

- Worked all aspects of fulfillment center roles, including critical leadership roles and trained others in those areas
- Frequently recognized for exceeding safety, quality and productivity expectations
- Recipient of multiple awards for outstanding performance

## Internship

**Mental Health Center of Greater Manchester**, Manchester, NH Jan 2016-May 2016

### *Residential Counselor Intern*

- Supported clients in successfully accomplishing activities of daily living such as maintaining living area(s), cooking, and shopping as well as encouraged clients to maintain healthy personal hygiene habits
- Engaged clients in social exercises including playing games and participating in socially oriented activities

## Volunteer Experience

**NEW HAMPSHIRE SPCA**, Stratham, NH May 2012 – September 2012

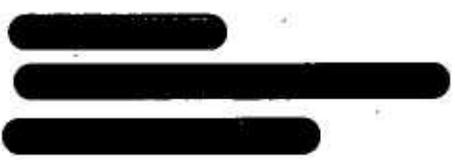
- Assisted in supporting daily operations, including caring for healthy and sick dogs



# Scott Arny

IT Support Specialist

Highly motivated Technical Support Specialist with a passion for problem solving and customer support.



## EDUCATION

### Computer Engineering Technology Rochester Institute of Technology

08/2013 - 12/2019 Rochester, New York

Courses

- Real Time Embedded Systems
- Embedded Systems Design
- Network Technologies
- Electronics

## WORK EXPERIENCE

### IT Support Co-op EMA Design Automation

02/2017 - 03/2018 Rochester, New York  
Distributor of Cadence OrCAD software

Achievements/Tasks

- Designed an inventory system for training laptops. Solved installation issues on Windows OS. This included debugging drivers, editing system environment variables, and troubleshooting VPN connectivity.

Contact: Walt Psyka - waltp@ema-eda.com

### IT Summer Help Nashua School District

06/2016 - 08/2019 Nashua, New Hampshire

Achievements/Tasks

- Lead the deployment of over 1600 Chromebooks to 15 schools across the district. Wrote a Python program to assist mapping all the phones in Nashua High North for a new phone system. Coordinated with supervisors to upgrade every computer to Windows 10. Wrote a Python program to scrape information off of old website to assist in the development of the new website.

Contact: Susan Wilborg - wilborgs@nashua.edu

## TECHNICAL SKILLS

Assembly Drivers Printers Peripherals  
 Installation Windows Microsoft Office SQL  
 Routers TCP/IP Problem Solving IT Support

## PERSONAL PROJECTS

### Card Game Engine (03/2020 - Present)

- Developing a game engine to play family card games over the internet.
- Player is able get a hand and play a card on the board

### Graph (09/2019 - 11/2019)

- Developed a graphical user interface to explore different graph theory concepts such as eccentricity

## LANGUAGES

Python	●	●	●	●	●
C#	●	●	●	●	●
C/C++	●	●	●	●	●
Java	●	●	●	●	●
HTML	●	●	●	●	●
JavaScript	●	●	●	●	●
Go	●	●	●	●	●

## INTERESTS

Baseball Programming Languages AI  
 Game Engines DRY Pincipal TOD

Community Council of Nashua, NH DBA/Greater Nashua Mental Health  
Key Personnel 9.30.23 -6.30.24

Name	Job Title	% Salary Funded by this Program	Salary Amount Paid from this Contract
Julie Christenson-Collins, LICSW	Director of Substance Use Disorder Services and Integrated Care.	0	\$0
Mikaila Bayers	Coordinator of Substance Use Disorder Services	15%	\$6,334
VACANT – to be hired	Case Manager	75%	\$25,108
Scott Avery	IT Support	2.5%	\$1313

Community Council of Nashua, NH DBA/Greater Nashua Mental Health  
Key Personnel 7.1.24--9.29.24

Name	Job Title	% of Salary Funded by this program	Salary Amount Paid from this Contract
Julie Christenson-Collins, LICSW	Director of Substance Use Disorder Services and Integrated Care.	0%	\$0
Mikaila Bayers	Coordinator of Substance Use Disorder Services	17.5%	\$2,463
VACANT – to be hired	Case Manager	75%	\$8,369
Scott Avery	IT Support	2.5%	\$438

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

Lori A. Weaver  
Interim 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

March 15, 2023

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

**REQUESTED ACTION**

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

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

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

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

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

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

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

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

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

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

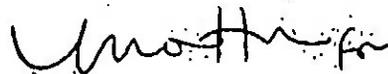
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and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

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

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

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET**

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

Vendor Name: Blue Heron

Vendor # 362670

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

Vendor Name: Greater Nashua Mental Health

Vendor # 154112-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
2023	074-500589	Welfare Assistance	92057053	\$0.00	\$38,094.00	\$38,094.00
2024	074-500589	Welfare Assistance	92057053	\$0.00	\$17,911.00	\$17,911.00
		Sub Total		\$0.00	\$54,005.00	\$54,005.00

Vendor Name: Hope on Haven Hill

Vendor # 275119-B001

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

<b>Overall Total</b>				\$0.00	\$275,806.00	\$275,806.00
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New Hampshire Department of Health and Human Services  
 Division of Finance and Procurement  
 Bureau of Contracts and Procurement  
 Scoring Sheet

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

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

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

Reviewer Name
1 Amanda Spreeman
2 Melissa Girard
3 Kassandra Martin

Title
SOR Contracts & Program Mngr
SOR Finance Manager
SOR Data Analyst

Subject: RFP-2023-DBH-08-EFFEC-02

Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health</p>		<p>1.4 Contractor Address 7 Prospect St., Nashua, NH 03060</p>	
<p>1.5 Contractor Phone Number 603-889-6147</p>	<p>1.6 Account Number 05-95-92-920510- 70400000-074-500589</p>	<p>1.7 Completion Date 9/29/2023</p>	<p>1.8 Price Limitation \$54,005</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by: <i>Cynthia L Whitaker</i> Date: 3/24/2023</p>		<p>1.12 Name and Title of Contractor Signatory Cynthia L Whitaker President and CEO</p>	
<p>1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 3/28/2023</p>		<p>1.14 Name and Title of State Agency Signatory Katja S. Fox Director</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By: <i>Robyn Quinno</i> On: 3/28/2023</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable)  G&amp;C Item number: _____ G&amp;C Meeting Date: _____</p>			

*CUW*

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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



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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

---

**Revisions to Standard Agreement Provisions**

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

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

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

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

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

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

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must develop and implement a behavioral-based intervention Contingency Management Program (CMP) for individuals receiving outpatient treatment for Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD).
- 1.2. The Contractor must ensure the CMP is available statewide, to individuals who:
  - 1.2.1. Are residents of or are experiencing homelessness in NH;
  - 1.2.2. Are aged 18 and older; and
  - 1.2.3. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for an Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD) as determined by a:
    - 1.2.3.1. Licensed counselor; or
    - 1.2.3.2. An unlicensed counselor who:
      - 1.2.3.2.1. Is under the supervision of a licensed counselor; or
      - 1.2.3.2.2. Is working toward licensure; and
      - 1.2.3.2.3. Has completed the required coursework for licensure, as required by:
        - 1.2.3.2.3.1. NH Board of Alcohol and Other Drug Use Providers;
        - 1.2.3.2.3.2. NH Board of Mental Health Practice; or
        - 1.2.3.2.3.3. NH Board of Psychology.
- 1.3. The Contractor ensure the Contingency Management Program (CMP) provides positive reinforcement for evidence of desired behavioral change to individuals receiving outpatient treatment for OUD and/or StimUD. The Contractor must ensure CMP services:
  - 1.3.1. Are provided in conjunction with existing evidence-based Intensive Outpatient (IOP) and Outpatient (OP) levels of care;
  - 1.3.2. Are based on strengths of the individual;
  - 1.3.3. Are based on evidence of the individual's specific, defined, and positive behavioral change;
  - 1.3.4. Address the individual's ambivalence about decreasing substance use;

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

---

- 1.3.5. Create the opportunity to establish positive expectations;
  - 1.3.6. Allow the individual to have power in decision making regarding their treatment; and
  - 1.3.7. Assist the individual to modify their behaviors to achieve and sustain recovery.
- 1.4. The Contractor must provide the Department with Program Summary for review and approval within 10 days of the contract effective date. The Contractor must ensure the Summary clearly outlines the proposed CMP including, but not limited to:
- 1.4.1. Program structure and policies.
  - 1.4.2. A matrix of available incentives and associated target behaviors for each. The Contractor must ensure incentives:
    - 1.4.2.1. Are valuable and desirable to the Participant;
    - 1.4.2.2. Are awarded to the Participant at time of targeted behavior achievement;
    - 1.4.2.3. Increase in value weekly as the Participant demonstrates consistency in achieving the targeted behavior;
    - 1.4.2.4. Do not exceed a value of \$15 per incentive, per Participant; and
    - 1.4.2.5. Do not exceed a total value of \$75 per Participant, per year.
  - 1.4.3. Frequency for incentive award and distribution that ensures program participants have multiple opportunities throughout the course of their treatment to receive incentives.
  - 1.4.4. Internal process for tracking incentive award and distribution.
- 1.5. The Contractor must identify individuals who meet the criteria, described in Section 1.2, through outreach to:
- 1.5.1. Existing in-house mental health providers.
  - 1.5.2. Local Community service providers, including but not limited to:
    - 1.5.2.1. Substance Use Disorder (SUD) treatment providers.
    - 1.5.2.2. Mental Health treatment providers.
    - 1.5.2.3. Federally Qualified Health Centers (FQHCs).
    - 1.5.2.4. Hospitals.
    - 1.5.2.5. Primary Care offices.
    - 1.5.2.6. The Doorway.
    - 1.5.2.7. Emergency Shelters and other Housing Programs.

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- 1.5.2.8. Community-based Recovery Organizations.
- 1.6. The Contractor must provide individuals who meet the criteria, described in Section 1.2, with detailed program information and offer them the opportunity to participate in the program. The Contractor must ensure CMP information includes, but is not limited to:
- 1.6.1. Program overview including, but not limited to:
    - 1.6.1.1. Clear and detailed expectations of the targeted behavior(s).
    - 1.6.1.2. How the targeted behavior(s) is/are measured.
    - 1.6.1.3. How incentives are earned and distributed.
    - 1.6.1.4. Duration of program.
  - 1.6.2. Program structure and policies including but not limited to:
    - 1.6.2.1. Enrollment.
    - 1.6.2.2. Data collection.
    - 1.6.2.3. Surveys.
    - 1.6.2.4. Discharge.
- 1.7. The Contractor must ensure all individuals who choose to participate in the CMP (herein after referred to as Participants), and their guardian if applicable, receive, review, and sign an informed consent prior to program participation. The Contractor must ensure informed consent includes, but is not limited to:
- 1.7.1. Risks and benefits of participation.
  - 1.7.2. Notice of privacy practices shall be provided to the Department upon request.
  - 1.7.3. Notice of ability to rescind consent at any time.
- 1.8. The Contractor must ensure the signed informed consent form is kept in the Participant's CMP record.
- 1.9. The Contractor must ensure eligible participants who decline to participate in the CMP:
- 1.9.1. Will not be denied any treatment services for which they are eligible; and
  - 1.9.2. Will be offered the opportunity to enroll during their next scheduled SUD treatment services appointment.
- 1.10. The Contractor must ensure Participants who are discharged from the CMP are given the opportunity to reapply for admission to the program.
- 1.11. The Contractor must meet with Participants weekly for CMP check-in. During weekly CMP check-in, the Contractor must:

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- 1.11.1. Update the Participant on the number of weeks they have participated in the program and the number of weeks remaining;
- 1.11.2. If the Participant has achieved the targeted behavior(s), the Contractor must provide the Participant with:
  - 1.11.2.1. Positive reinforcement for the behavior(s); and
  - 1.11.2.2. The corresponding earned incentive.
- 1.11.3. If the Participant has not achieved the targeted behavior(s), the Contractor must:
  - 1.11.3.1. Discuss and problem solve any barriers to program attendance or participation.
  - 1.11.3.2. Offer support and encouragement to take positive steps and continue to engage in their recovery efforts.
- 1.11.4. Assist the Participant connecting with community-based services to support treatment and recovery as applicable.
- 1.12. The Contractor must ensure earned incentives are awarded to Participants at the time of targeted behavior(s) achievement.
- 1.13. The Contractor must provide Certificates of Completion to Participants who successfully complete the CMP. The Contractor must ensure CMP program completion is defined as the Participant:
  - 1.13.1. Remaining in SUD treatment services throughout the CMP program;  
or
  - 1.13.2. Transitioning to SUD treatment services elsewhere.
- 1.14. The Contractor must ensure Participant records related to the CMP are recorded and maintained separate from the Participant's clinical outpatient record.
- 1.15. The Contractor must ensure the CMP is implemented to fidelity. The Contractor must:
  - 1.15.1. Consult with the Department on CMP adaptations, as needed, to meet the needs of the individuals served; and
  - 1.15.2. Ensure CMP adaptations are not implemented prior to, or without, Department approval.
- 1.16. The Contractor must conduct continuous quality improvement to determine needs or modifications.
- 1.17. The Contractor must ensure the CMP is implemented no later than 90 days after the contract approval date.
- 1.18. The Contractor must comply with all current and future federal and state laws,

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rules, and regulations, regarding this scope of work.

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

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

1.21. Program Marketing

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

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

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

1.21.1.1.2. Program overview.

1.21.1.1.3. Program structure and policies.

1.21.1.2. Are targeted to:

1.21.1.2.1. Individuals diagnosed with OUD or StimUD; and

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

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

1.23. CMP Aftercare Surveys

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

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

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

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

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

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

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

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

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

**1.24. Data Entry Requirements**

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

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

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

1.24.1.2.1. Demographics;

1.24.1.2.2. Number of individuals served;

1.24.1.2.3. Number of CMP sessions attended per individual;

1.24.1.2.4. Number of individuals who completed the CMP;

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

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

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

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

**1.25. Reporting**

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

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

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

1.25.3.1. Demographics;

1.25.3.2. Number of individuals served;

1.25.3.3. Number of sessions individuals attended;

1.25.3.4. Number of individuals completing the CMP;

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

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

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

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

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

**1.26. Staffing**

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

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implementation.

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

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

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

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

**1.27. Performance Measures**

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

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

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

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

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

**1.28. State Opioid Response (SOR) Grant Standards**

1.28.1. The Contractor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

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

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

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

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

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

- 1.28.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
- 1.28.5. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor must ensure:
  - 1.28.5.1. Treatment in this context includes the treatment of OUD or StimUD.
  - 1.28.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
  - 1.28.5.3. This marijuana restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 1.28.6. The Contractor must ensure Naloxone kits are available to individuals utilizing SOR funding.
- 1.28.7. If the Contractor intends to distribute Fentanyl test strips, the selected Applicant(s) must provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The selected Applicant(s) must ensure the utilization plan includes, but is not limited to:
  - 1.28.7.1. Internal policies for the distribution of Fentanyl strips;
  - 1.28.7.2. Distribution methods and frequency; and
  - 1.28.7.3. Other key data as requested by the Department.
- 1.28.8. The Contractor must provide services to eligible individuals who:
  - 1.28.8.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;
  - 1.28.8.2. Have co-occurring mental health disorders; or
  - 1.28.8.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.28.9. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

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- 1.28.10. The Contractor must ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.
- 1.28.11. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

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

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

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

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

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any <sup>and</sup> all

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original materials produced, including, but not limited to:

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

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

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

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

**4. Records**

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

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

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



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- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

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

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

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

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

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

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

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

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

8.1.3. Invoices supporting expenses reported.

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

8.1.3.1.1. Amounts belonging to other programs.

8.1.3.1.2. Amounts prior to effective date of contract

8.1.3.1.3. Construction or renovation expenses.

8.1.3.1.4. Food or water.

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

8.1.3.1.6. Fines, fees, or penalties.

8.1.3.1.7. Cell phones and cell phone minutes for clients.

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

8.1.5. Cost center reports.

8.1.6. Profit and loss report.

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

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

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- 8.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8.2. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesbdas@dhhs.nh.gov](mailto:dhhs.dbhinvoicesbdas@dhhs.nh.gov) or mailed to:
- Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
9. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
10. The Contractor agrees that invoices submitted late may be subject to non-payment.
11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits
- 14.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Community Council of Nashua, NH, Inc. DBA/ Greater Nashua Mental Health</u> Budget Request for: <u>Contingency Management</u> Budget Period <u>February 1, 2023 - June 30, 2023</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$14,838
2. Fringe Benefits	\$4,155
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$2,188
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$938
5.(e) Supplies Office	\$188
6. Travel	\$250

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

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New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Community Council of Nashua, NH, Inc. DBA/ Greater Nashua Mental Health</i> Budget Request for: <i>Contingency Management</i> Budget Period <i>July 1, 2023 - September 29, 2023</i> Indirect Cost Rate (If applicable) <i>10.00%</i>	
Line Item	Program Cost- Funded by DHHS
1. Salary & Wages	\$8,711
2. Fringe Benefits	\$2,439
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$1,313
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$563
5.(e) Supplies Office	\$113
6. Travel	

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

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New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*CUW*



New Hampshire Department of Health and Human Services  
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Greater Nashua Mental Health

3/24/2023

Date

DocuSigned by:

*Cynthia L Whitaker*

Name: Cynthia L Whitaker

Title: President and CEO



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name: Greater Nashua Mental Health

3/24/2023

Date

DocuSigned by:

*Cynthia L Whitaker*

Name: Cynthia L whitaker

Title: President and CEO

DS  
CW

Vendor Initials

3/24/2023

Date



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*CS*  
*AW*



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Greater Nashua Mental Health

3/24/2023

Date

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

DS  
CUW  
Contractor Initials  
Date 3/24/2023



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials CS  
CW

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Greater Nashua Mental Health

3/24/2023

Date

DocuSigned by:

Cynthia L Whitaker

Name: Cynthia L Whitaker

Title: President and CEO

Exhibit G

Contractor Initials

DS  
CW

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

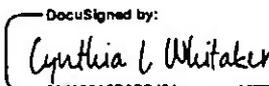
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: Greater Nashua Mental Health

3/24/2023

Date

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



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name: Greater Nashua Mental Health

3/24/2023

Date

DocuSigned by:

*Cynthia L Whitaker*

Name: Cynthia L Whitaker

Title: president and CEO

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*CUW*

Contractor Initials

Date 3/24/2023



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

- The UEI (SAM.gov) number for your entity is: KLQ5SMKH3N01
- 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:

- 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:

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

Name: _____	Amount: _____

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

This Amendment to the Effective Practices for the Treatment of Opioid and Stimulant Use Disorders contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hope on Haven Hill, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 12, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1, 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:  
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$157,558
3. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.29, State Opioid Response (SOR) Grant Standards, to read:
  - 1.29. State Opioid Response (SOR) Grant Standards
    - 1.29.1. The Contractor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
    - 1.29.2. The Contractor must ensure all referrals of individuals to the Doorways are:
      - 1.29.2.1. Completed and documented in the individual's file; and
      - 1.29.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
    - 1.29.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
    - 1.29.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
    - 1.29.5. The Contractor must submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.
    - 1.29.6. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
      - 1.29.6.1. Treatment in this context includes the treatment of OUD/StimUD

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- 1.29.6.2. Grant funds are not provided to any individual who or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders.
  - 1.29.6.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
  - 1.29.7. The Contractor must ensure Naloxone kits are available to individuals, utilizing SOR funding.
  - 1.29.8. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
    - 1.29.8.1. Internal policies for the distribution of test strips;
    - 1.29.8.2. Distribution methods and frequency; and
    - 1.29.8.3. Other key data as requested by the Department.
  - 1.29.9. The Contractor must provide services as referenced to eligible individuals who:
    - 1.29.9.1. Receive MOUD services from other providers, including the individual's primary care provider;
    - 1.29.9.2. Have co-occurring mental health disorders; or
    - 1.29.9.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
  - 1.29.10. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
  - 1.29.11. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
  - 1.29.12. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
  - 1.29.13. The Contractor must comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and must collaborate with the Department to understand the aforesaid.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
- 1. This Agreement is funded with 100% Federal funds from the State Opioid Response (SOR) II Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
    - 1.1. 08/29/2022, FAIN H79TI083326; and
    - 1.2. 09/30/2023, FAIN TBD, as anticipated pending receipt of the SAMHSA Notice of Award
5. Modify Exhibit C, Payment Terms, Section 5, to read:
- 5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2023 Budget through Exhibit C-4, Amendment #1, SFY 2025 Budget.
6. Modify Exhibit C, Payment Terms, Section 8, Subsection 8.1, Paragraph 8.1.3, Subparagraph

8.1.3.1, by adding Parts 8.1.3.1.8 through 8.1.3.1.10, as follows:

8.1.3.1.8. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community including, but not limited to, pens, mugs/cups, folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3).

8.1.3.1.9. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b.

8.1.3.1.10. Sterile needles or syringes for the hypodermic injection of any illegal drug.

7. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-4, Amendment #1, SFY 2025 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 29, 2023, or upon Governor and Council approval, whichever is later.

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

9/5/2023

Date

DocuSigned by:

*Katja S. Fox*

Name: Katja S. Fox

Title: Director

9/1/2023

Date

Hope on Haven Hill, Inc.

DocuSigned by:

*Kerry Norton*

Name: Kerry Norton

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

9/5/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734844941460  
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		
Contractor Name: <i>Hope on Haven Hill, Inc.</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period: <i>September 30, 2023 through June 30, 2024</i>		
Indirect Cost Rate (if applicable): <i>5.7% across both budget periods for entire amendment total</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$20,400	Anticipated staffing - Clinical Director will provide ~10% (\$9200) oversight of the program, develop policies and procedures, meet weekly for supervision, etc. approx. 4 hours per week; Clinical Case Manager will utilize ~20% (\$11,200) of her time to handle the daily operations of the program, outreach and meet with clients, obtain supplies, etc. approx. 8 hours per week.
2. Fringe Benefits	\$4,100	Fringe rate for above
3. Consultants	\$1,000	Consultant - program best practices, etc.
4. Equipment	\$1,500	Dedicated laptop/monitor/docking station for program
5(a) Supplies - Educational CM Rewards	\$7,500	Gift cards, prizes, etc.
5(b) Supplies - Lab	\$500	Gloves, disinfectant, quick cups, etc.
5(c) Supplies - Pharmacy	\$500	OTC meds, first aid supplies, feminine hygiene items, etc.
5(d) Supplies - Medical	\$500	First aid, etc.
5(e) Supplies Office	\$5,000	Printing, office supplies, etc. This will cover office supplies used to promote the program, e.g. racks to hold brochures, storage totes, bins, pens, signage, copy paper, toner, etc.
6. Travel	\$800	Staff travel for program needs
7. Software	\$250	Microsoft license, etc.
8. (a) Other - Marketing/ Communications	\$3,500	Program materials; events, etc.
8. (b) Other - Education and Training	\$4,000	Staff/Client - CPR, Life Skills, etc.
8. (c) Other - Other (specify below)		
Occupancy	\$5,000	Storage, fridge/freezer for items that need to be kept cold; portion of utilities, etc.
Telephone & Internet	\$979	Phone/internet
Postage	\$1,500	Postage to send out materials, e.g. flyers for program events, specific offerings,
License		
Limited English Services	\$300	Interpreting svcs.
Insurance	\$2,620	Cost of insurance
9. Subcontractors/Agreements	\$2,500	Cost to hang shelving, signs, etc.
<b>Total Direct Costs</b>	<b>\$62,449</b>	
<b>Total Indirect Costs</b>	<b>\$3,557</b>	
<b>TOTAL</b>	<b>\$66,006</b>	

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9/1/2023

New Hampshire Department of Health and Human Services		
Contractor Name: <i>Hope on Haven Hill, Inc.</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period <i>July 1, 2024 through September 29, 2024</i>		
Indirect Cost Rate (If applicable) <i>5.7% across both budget periods for entire amendment total</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$5,300	Anticipated staffing - Clinical Director will provide ~10% (\$2,350) oversight of the program, develop policies and procedures, meet weekly for supervision, etc. approx. 4 days per week; Clinical Case Manager will utilize ~20% (\$2,884) of her time to handle the daily operations of the program, outreach and meet with clients, obtain supplies, etc. approx. 8 hours per week.
2. Fringe Benefits	\$1,065	Fringe rate for above
3. Consultants	\$500	Consultant - program best practices, etc.
4. Equipment	\$250	Dedicated laptop/monitor/docking station for
5.(a) Supplies - Educational CM Rewards	\$7,500	Gift cards, prizes, etc.
5.(b) Supplies - Lab	\$250	Gloves, disinfectant, quick cups, etc.
5.(c) Supplies - Pharmacy	\$100	OTC meds, first aid supplies, feminine hygiene items, etc.
5.(d) Supplies - Medical	\$100	First aid, etc.
5.(e) Supplies Office	\$500	Printing, office supplies, etc. This will cover office supplies used to promote the program, e.g. racks to hold brochures, storage totes, bins, pens, signage, copy paper, toner, etc.
6. Travel	\$300	Staff travel for program needs
7. Software	\$200	Microsoft license, etc.
8. (a) Other - Marketing/ Communications	\$2,000	Program materials; events, etc.
8. (b) Other - Education and Training	\$300	Staff/Client - CPR, Life Skills, etc.
8. (c) Other - Other (specify below)		
Occupancy	\$2,000	Storage, fridge/freezer for items that need to be kept cold; portion of utilities, etc.
Telephone & Internet	\$250	Phone/Internet
Postage	\$25	Postage to send out materials, e.g. flyers for program events, specific offerings, information on CMP, outreach/follow up, etc. (Incentives will <u>not</u> be mailed.)
License		
Limited English Services	\$75	Interpreting svcs.
Insurance	\$101	Cost of insurance
9. Subcontractors/Agreements		
Total Direct Costs	\$20,816	
Total Indirect Costs	\$1,186	
TOTAL	\$22,002	

9/1/2023

# 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 HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370

Certificate Number: 0005773219



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

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

1. I am a duly elected Clerk/Secretary/Officer of Hope on Haven Hill Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 14, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

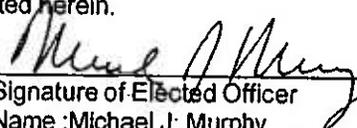
**VOTED:** That Kerry Norton Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Hope on Haven Hill Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: August 22,  
2023

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





## **HOPE ON HAVEN HILL**

**326 ROCHESTER HILL RD, ROCHESTER, NH**

**Mission:** To provide a nurturing home environment to pregnant women with a Substance Use Disorder who are in recovery, along with their children, for up to a year postpartum.

**Vision:** By providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching we will support women who are homeless or imminently homeless in their Recovery from addiction who pregnant or parenting. An enriched self-esteem, confidence and a tool-belt full of life skills will promote independence and sustained Sobriety.

**Email:** [info@hopeonhavenhill.org](mailto:info@hopeonhavenhill.org)

**Facebook:** <https://www.facebook.com/hopeonhavenhill>

**Website:** [www.hopeonhavenhill.org](http://www.hopeonhavenhill.org)

**Mailing Address:** Hope on Haven Hill P.O. Box 1272, Rochester, NH 03867

**Phone:** 603-841-5353 or 603-948-1230



# HOPE ON HAVEN HILL

**AUDIT OF FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2022 AND 2021**

**HOPE ON HAVEN HILL, INC.**

**AUDIT OF FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2022 AND 2021**

**PAGE**

**FINANCIAL STATEMENTS**

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## INDEPENDENT AUDITORS' REPORT

October 14, 2022

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

### Opinion

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities and change in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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

### Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Hope on Haven Hill, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Hope on Haven Hill, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

*Certified Public Accountants  
Stratham, New Hampshire*

**HOPE ON HAVEN HILL, INC.**  
**STATEMENTS OF FINANCIAL POSITION**

**JUNE 30,**

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

*See Notes to Financial Statements*

## HOPE ON HAVEN HILL, INC.

## STATEMENTS OF FINANCIAL POSITION

JUNE 30,

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

See Notes to Financial Statements

## HOPE ON HAVEN HILL, INC.

## STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2022

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

See Notes to Financial Statements

## HOPE ON HAVEN HILL, INC.

## STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2021

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

See Notes to Financial Statements

**HOPE ON HAVEN HILL, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2022**

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

*See Notes to Financial Statements*

## HOPE ON HAVEN HILL, INC.

## STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2021

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

See Notes to Financial Statements

**HOPE ON HAVEN HILL, INC.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30,**

	2022	2021
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in net assets	\$ 2,186,399	\$ 1,012,553
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	47,067	34,961
Forgiveness of PPP loan	(172,300)	(186,600)
Donated stock	(17,714)	-
(Gain) loss on donated stock	1,609	-
(Gain) loss on disposal of property and equipment	-	7,314
Changes in assets and liabilities that used (provided) cash:		
Medical billing receivable	(506,061)	(151,697)
Grant receivable	200,000	-
Other current assets	(6,452)	(778)
Accounts payable	139,019	16,093
Accrued expenses	18,884	(31,458)
Net cash provided by (used in) operating activities	1,890,451	700,388
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Proceeds from sale of property and equipment	-	1,500
Proceeds from sale of investments	16,105	-
Purchase of property and equipment	(364,702)	(559,518)
Net cash provided by (used in) investing activities	(348,597)	(558,018)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
PPP loan	-	172,300
Payments on long-term debt	(31,611)	(31,496)
Net cash provided by (used in) financing activities	(31,611)	140,804
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	1,510,243	283,174
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	1,627,500	1,344,326
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	\$ 3,137,743	\$ 1,627,500
 <b>CASH SUMMARY</b>		
Cash	\$ 202,038	\$ 177,500
Cash, board designated	450,000	450,000
Cash, restricted	2,485,705	1,000,000
<b>Total Cash</b>	\$ 3,137,743	\$ 1,627,500

*See Notes to Financial Statements*

**HOPE ON HAVEN HILL, INC.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30,**

	<u>2022</u>	<u>2021</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Interest expense	<u>\$ 697</u>	<u>\$ 811</u>

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

**SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:**

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

*See Notes to Financial Statements*

**HOPE ON HAVEN HILL, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2022 AND 2021**

**Note 1 - Summary of Significant Accounting Policies**

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

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

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

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

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

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

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

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

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

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

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

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

HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

Note 1 - Summary of Significant Accounting Policies (continued)

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

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

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

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

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

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

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

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

**HOPE ON HAVEN HILL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**

**Note 1 - Summary of Significant Accounting Policies (continued)**

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

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

**Note 2 - Line of Credit**

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

**Note 3 - Note Payable**

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

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

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

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

2023	\$ 32,131
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**HOPE ON HAVEN HILL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**

**Note 4 - Restrictions and Limitations of Net Asset Balances**

Net assets with restrictions consisted of the following at June 30,:

	<u>2022</u>	<u>2021</u>
Capital campaign – facility expansion	\$ 2,485,705	\$ 1,000,000
Grant receivable	<u>          </u>	<u>200,000</u>
Total net Assets with Restrictions	\$ <u>2,485,705</u>	\$ <u>1,200,000</u>

The sources of net assets released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time or other events specified by donors were as follows for the years ended June 30,:

	<u>2022</u>	<u>2021</u>
Playscapes	\$ -	\$ 19,471
Capital campaign – facility expansion	364,703	-
Grant receivable	200,000	-
Transportation	<u>          </u>	<u>10,000</u>
Total Net Assets Released from Restrictions	\$ <u>564,703</u>	\$ <u>29,471</u>

Net assets without donor restrictions consisted of the following at June 30,:

	<u>2022</u>	<u>2021</u>
Board Designated:		
Facilities	\$ 225,000	\$ 225,000
Capital campaign	<u>225,000</u>	<u>225,000</u>
Total Board Designated	450,000	450,000
Undesignated	<u>2,245,538</u>	<u>1,344,844</u>
Total Net Assets Without Restrictions	\$ <u>2,695,538</u>	\$ <u>1,794,844</u>

**Note 5 - Leases**

The Organization entered into a new lease for an office space location in September 2019. The lease commenced on November 1, 2019 and calls for monthly rent of \$3,336. The lease terminates in October 2022 and the Organization has the option to extend for two additional terms of one year each. The base rent of the lease increases annually by 2.00% and the first increase is scheduled for November 2020. Total rent paid under this lease was \$40,032 for the years ended June 30, 2022 and 2021. Future rental payments under this lease will be \$13,884 in 2023.

**HOPE ON HAVEN HILL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED JUNE 30, 2022 AND 2021**

**Note 6 - Retirement Plan**

In January 2019 the Organization adopted a Simple IRA plan. All full-time employees are eligible to participate in the plan. The Organization's matching contributions under this plan totaled \$16,016 and \$11,436 for the years ended June 30, 2022 and 2021, respectively.

**Note 7 - Concentration of Credit Risk**

The Organization derived approximately 24% and 32% of its operating revenue and support from a government agency for the years ended June 30, 2022 and 2021, respectively. Additionally, one donor accounted for 55% of restricted other income for the year ended June 30, 2022, and another donor accounted for 100% of restricted other income for the year ended June 30, 2021.

**Note 8 - Liquidity and Availability of Resources**

The Organization has the following financial assets available within one year of the balance sheet date to meet cash needs for general expenditure:

Cash and cash equivalents	\$ 202,038
Medical billing receivable	<u>589,093</u>
Total	\$ <u>791,131</u>

None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

**Note 9 - Environmental Remediation**

In late September 2020, the Organization was made aware of potential lead contamination issue at its residential treatment center. The Organization completed a formal risk assessment in October 2020. The results of the risk assessment indicated a limited number of windows, doors and a pantry cabinet contained lead paint. The Organization closed the residential treatment center and retained a local vendor to complete the facility remediation. The Organization has invested approximately \$137,345 to remediate the facility. Additional tests were conducted in late November, December, and mid-January to confirm the lead abatement efforts had been successful. The residential treatment center was opened on January 20, 2021.

**Note 10 - Purchase Commitment**

In 2022 the Organization entered into a contract for the construction of a new facility. The total cost of the project is estimated at \$3,200,000. The total amount paid under this contract was \$274,837 for the year ended June 30, 2022.

**HOPE ON HAVEN HILL, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2022 AND 2021.**

**Note 11 – PPP Loans and Other COVID Related Activity**

Starting in March 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of October 14, 2022, management believes that a material impact on the Organization's position and results of future operations is reasonably possible.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. The initial legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and later by the Consolidated Appropriations Act of 2021, to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, 3) delays due dates for employer payroll taxes and estimated tax payments for organizations, and 4) revises provisions of the Internal Revenue Code (or IRC if defined elsewhere), including those related to losses, charitable deductions, and business interest. The Consolidated Appropriations Act of 2021 continued or expanded many of the CARES Act initiatives. The Organization applied for and received a loan of \$186,600 under the CARES Act. The expenditure of the proceeds is subject to certain terms and conditions which may result in the loan being partially or fully forgiven. The Organization applied for full forgiveness which was granted in February 2021. The loan has met the criteria for inclusion in income as of June 30, 2021. The Organization received a second loan of \$172,300 in April 2021. The Organization applied for and received full forgiveness in October 2021. The loan has met the criteria for inclusion in income as of June 30, 2022.

The Organization applied for and received \$108,225 in Employee Retention Tax Credits under the CARES Act.

**Note 12 - Subsequent Events**

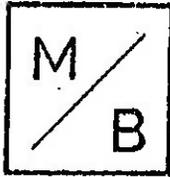
Subsequent events have been evaluated by management through October 14, 2022 which is the date the financial statements were available to be issued. There were no subsequent events that were material to the financial statements at October 14, 2022.



## Board of Directors

As of November 2022

<p>Susan Dalgle - <b><u>Chair of Board</u></b>            Community Activist/Educator            Portsmouth, NH 03801            [REDACTED]            Term Ending: 9/2026</p>	<p>Amanda Davis-Bacon - <b><u>Vice Chair</u></b>            Owner of Sawl Strategies            Newfields, NH 03856            [REDACTED]            Term ending: 6/2028</p>
<p>Dr. Rebecca Bananski - <b><u>Secretary</u></b>            Physician, Garrison Women's Health            Wentworth Douglass Hospital            Dover, NH 03820            [REDACTED]            Term Ending: 9/2026</p>	<p>Michael Murphy, CPA - <b><u>Treasurer</u></b>            Certified Public Accountant/Partner            Murphy, Powers &amp; Wilson, P.C.            Hampton, NH 03842            [REDACTED]            Term ending: 12/2023</p>
<p>Sarah Landres, Esq.            Attorney            Primmer, Piper, Eggleston &amp; Cramer PC            Portsmouth, NH 03801            [REDACTED]            Term ending: 12/2022</p>	<p>Joseph Hannon, MD            Volunteer, Community Leader, Politician            Lee, NH 03824            [REDACTED]            Term ending: 12/2022</p>
<p>Jillian Mulrooney            Human Resources Manager            NH Public Defender Program            Concord, NH 03301            [REDACTED]            Term ending: 10/2024</p>	<p>Kathleen Routhier, RN            Assistant Nurse Manager            WDH Women's and Children's Unit            Wentworth Douglass Hospital            Dover, NH 03820            [REDACTED]            Term ending: 12/2022</p>
<p>Elizabeth Torrance, AVP, Community Relations and            Social Responsibility Manager            Kennebunk Savings Bank            Kennebunk ME, 04043            [REDACTED]            Term ending: 9/2026</p>	<p>Nick Couturier            President/Principal Broker            New Space Real Estate            Dover, NH 03820            [REDACTED]            Term ending: 02/2025</p>



**MICHAELA  
BULLAMORE**



**PROFESSIONAL SUMMARY**

Hardworking Student working on Social Work degree and enthusiastic about learning field inside and out. Pursues opportunities to learn new skills and contribute to group success. Offers strong administrative, relationship-building and problem-solving abilities.

**SKILLS**

- Hospitality and accommodation
- Planning
- Multitasking
- Facility safety
- Time management
- Scheduling
- Daily reporting
- Critical thinking

**EXPERIENCE**

Cashier

Whirlygigs Toy Shop | Exeter, NH

August 2017 - June 2019

- Balanced cash drawer at beginning and end of each shift.
- Engaged with customers while completing cash register transactions.
- Maintained clean, organized, and well-stocked checkout areas.
- Stocked store shelves and end-caps with merchandise.
- Provided information to customers on products or services.
- Fixed checkout merchandise displays with continuous resets during down periods.
- Maintained accurate register totals by carefully counting and securing cash.
- Recorded daily transactions precisely to avoid errors and keep logs accurate.

Housing Support

Waypoint | Dover, NH

June 2020 - July 2020

- Maintained case notes in tracking system and complete records on each participant admitted to housing assistance program.
- Coordinated room checks and inspections
- Helped with TANF and food stamp paperwork
- Maintained a health and safe environment for the clients.
- Completed client paperwork and progress notes.
- Helped keep the house clean and organized chores among the clients.

Cashier

Haydens Sports | Durham, NH

September 2020 - Current

- Maintained clean, organized, and well-stocked checkout areas.
- Engaged with customers while completing cash register transactions.
- Stocked store shelves and end-caps with merchandise.
- Provided information to customers on products or services.
- Gave customers information about upcoming promotions and available items.
- Assisted with price markdowns and merchandise changes on shelves.
- Approached and solved problems with initiative and sound judgment.
- Discussed promotions and special offers to customers to increase sales.
- Assembled online order pickups and loaded purchases in vehicles.
- Prevented losses by watching for suspicious behavior.
- Enhanced shopping experiences, directing or escorting to product locations on sales floor.
- Fixed checkout merchandise displays with continuous resets during down periods.
- Monitored checkout stations for adequate cash availability.
- Maintained accurate register totals by carefully counting and securing cash.
- Covered multiple store areas by cross-training in different roles.
- Promoted customer satisfaction by supporting merchandise selection, returns, and exchanges.

## EDUCATION

Exeter High School, Exeter, NH

Student of the month

June 2019

Social Work and Justice Studies Minor

University of New Hampshire, Durham, NH

May 2023

**Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP****License(s)**

Licensed Clinical Mental Health Counselor (NH 2118)      Renewal Date: 2/26/2023  
*NH Board of Mental Health Practice*

Master Licensed Alcohol and Drug Counselor (NH 1212)      Renewal Date: 6/30/2023  
*NH Board of Licensing for Alcohol and Other Drug Counselors*

Licensed Clinical Professional Counselor (MB CC6570)      Renewal Date: 2/29/2024  
*MB Board of Counseling Professionals Licensure*

National Certified Counselor      Renewal Date: August 2023  
*National Board for Certified Counselors*

Certified Clinical Trauma Professional      Renewal Date: 9/9/2023  
*Evergreen Certifications*

**Education**

M.S. Walden University, 2016      Human Services (Policy, Analysis & Planning)

M.S. Wilmington University, 2013      Community Counseling

B.S. Wilmington University, 2005      Psychology

**Experience***Clinical Director*

May 2019-Present

Hope on Haven Hill, Rochester, NH

Provides clinical coordination and direction to all Hope on Haven Hill (HHH) staff. Training development for clinical and support staff. Responsible for oversight of all clinical program implementation and changes, and responsible for ensuring that all clinical staff from all programs receive clinical supervision. Meet with members of the Clinical Team for weekly one-on-one supervision, and facilitate group supervision weekly for all staff. Works directly with the Executive Director and Director of Operations to ensure that policies and procedures are followed, communication is maintained, and reporting requirements are met with all funding and state agencies. Utilize the American Society of Addiction Medicine (ASAM) Assessment and dimensions to ensure access to appropriate levels of care for all clients seeking treatment. Oversees quality assurance to ensure accurate documentation is recorded in client records, trauma-responsive care is provided throughout the continuum of care provided by HHH. Facilitate clinical groups (Relapse Prevention, CBT, DBT, Anger Management, Seeking Safety), individual substance use, and mental health counseling and crisis support.

*Adult ACT Clinician*

October 2016-May 2019

Center for Life Management, Derry, NH

Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

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**Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP**

Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meetings. Develop and implement a Yoga for Mental Health group within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and training as required.

***SAPR Support Specialist***

August 2013-September 2016

Sexual Assault Prevention and Response (SAPR)  
Portsmouth Naval Shipyard, Kittery, ME

Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAAP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.

***Domestic Violence Advocate/DV Liaison***

August 2011-July 2013

SAFE Program of People's Place, Milford, DE  
Supervisor: Marcey Rezac, LCSW, DVS

Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals

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**Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP**

included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

***Counseling Intern***

May 2012-April 2013

Aquila of DE, Inc., Georgetown, DE  
 Site Supervisor: April Lathbury, LCSW, CCDP-D  
 Faculty Supervisor: Mary Vaughn, Psy.D.  
 Group Supervisor: Doris Lauokner, Psy.D.

Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment program. Completed 100-hour Practicum, 600-hour Internship.

***Case Manager***

August 2010-August 2011

SAFE Program of People's Place, Milford, DE  
 Supervisor: Marcoy Rezac, LCSW, DVS

Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

***DUI Evaluator***

October 2009-August 2010

Sodat DE, Inc., Wilmington, DE

Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

***Training***

Early Childhood & Family Mental Health Certification, Advanced Renewal: 11/7/2023  
 NH DHHS Child Development Bureau and New Hampshire Association for Infant Mental Health

200-hour Yoga Teacher Training  
 Yoga Life Institute NII, Exeter NH

February 2018



Contractor Name  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Michaela Bullamore	Case Manager/Data Coord.	14,084
Beth O'Dell	Clinical Director	11,550

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

Lori A. Weaver  
Interim 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

March 15, 2023

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

**REQUESTED ACTION**

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

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

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET**

05-85-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVC'S DEPT, HHS: BEHAVIORAL HEALTH DIV.  
BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT  
100% Federal Funds, \_% General Funds, \_% Other Funds (Name of Source)

Vendor Name: Blue Heron

Vendor # 362670

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

Vendor Name: Greater Nashua Mental Health

Vendor # 154112-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
2023	074-500589	Welfare Assistance	92057053	\$0.00	\$38,094.00	\$38,094.00
2024	074-500589	Welfare Assistance	92057053	\$0.00	\$17,911.00	\$17,911.00
		Sub Total		\$0.00	\$54,005.00	\$54,005.00

Vendor Name: Hope on Haven Hill

Vendor # 275119-B001

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

<b>Overall Total</b>				\$0.00	\$275,806.00	\$275,806.00
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**New Hampshire Department of Health and Human Services  
Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

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

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

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

	Reviewer Name
1	Amanda Spreeman
2	Melissa Girard
3	Kassandra Martin

	Title
1	SOR Contracts & Program Mngr
2	SOR Finance Manager
3	SOR Data Analyst

Subject: RFP-2023-DBH-08-EFFEC-03

Effective Practices for the Treatment of Opioid and Stimulant Use Disorders

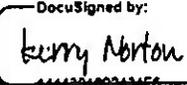
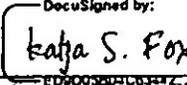
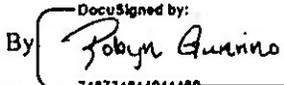
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Hope on Haven Hill, Inc.		1.4 Contractor Address 158 US Route 108, Suite D, Dover, NH 03820	
1.5 Contractor Phone Number 603-841-5353	1.6 Account Number 05-95-92-920510-70400000-074-500589	1.7 Completion Date 9/29/2023	1.8 Price Limitation \$69,550
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 3/21/2023		1.12 Name and Title of Contractor Signatory Kerry Norton Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 3/22/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 3/22/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must develop and implement a behavioral-based intervention Contingency Management Program (CMP) for individuals receiving outpatient treatment for Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD).
- 1.2. The Contractor must ensure the CMP is available statewide, to individuals who:
  - 1.2.1. Are residents of or are experiencing homelessness in NH;
  - 1.2.2. Are aged 18 and older; and
  - 1.2.3. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for an Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD) as determined by a:
    - 1.2.3.1. Licensed counselor; or
    - 1.2.3.2. An unlicensed counselor who:
      - 1.2.3.2.1. Is under the supervision of a licensed counselor; or
      - 1.2.3.2.2. Is working toward licensure; and
      - 1.2.3.2.3. Has completed the required coursework for licensure, as required by:
        - 1.2.3.2.3.1. NH Board of Alcohol and Other Drug Use Providers;
        - 1.2.3.2.3.2. NH Board of Mental Health Practice; or
        - 1.2.3.2.3.3. NH Board of Psychology.
- 1.3. The Contractor ensure the Contingency Management Program (CMP) provides positive reinforcement for evidence of desired behavioral change to individuals receiving outpatient treatment for OUD and/or StimUD. The Contractor must ensure CMP services:
  - 1.3.1. Are provided in conjunction with existing evidence-based Intensive Outpatient (IOP) and Outpatient (OP) levels of care;
  - 1.3.2. Are informed by peer-reviewed research and evidence specific to contingency management for pregnant and parenting people.
  - 1.3.3. Are based on strengths of the individual;
  - 1.3.4. Are based on evidence of the individual's specific, defined, and positive behavioral change;

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

---

- 1.3.5. Address the individual's ambivalence about decreasing substance use;
  - 1.3.6. Create the opportunity to establish positive expectations;
  - 1.3.7. Allow the individual to have power in decision making regarding their treatment; and
  - 1.3.8. Assist the individual to modify their behaviors to achieve and sustain recovery.
- 1.4. The Contractor must ensure CMP development includes focus groups with individuals receiving existing outpatient services, to identify needs and receive feedback on program development.
- 1.5. The Contractor must provide the Department with Program Summary for review and approval within 10 days of the contract effective date. The Contractor must ensure the Summary clearly outlines the proposed CMP including, but not limited to:
- 1.5.1. Program structure and policies.
  - 1.5.2. A matrix of available incentives and associated target behaviors for each. The Contractor must ensure incentives:
    - 1.5.2.1. Are valuable and desirable to the Participant;
    - 1.5.2.2. Are awarded to the Participant at time of targeted behavior achievement;
    - 1.5.2.3. Increase in value weekly as the Participant demonstrates consistency in achieving the targeted behavior;
    - 1.5.2.4. Do not exceed a value of \$15 per incentive, per Participant; and
    - 1.5.2.5. Do not exceed a total value of \$75 per Participant, per year; and
    - 1.5.2.6. Are in no way construed as influencing client or external partner perceptions of parenting skills or resources.
  - 1.5.3. Frequency for incentive award and distribution that ensures program participants have multiple opportunities throughout the course of their treatment to receive incentives.
  - 1.5.4. Internal process for tracking incentive award and distribution.
- 1.6. The Contractor must provide individuals who meet the criteria, described in Section 1.2, with detailed program information and offer them the opportunity to participate in the program. The Contractor must ensure CMP information includes, but is not limited to:
- 1.6.1. Program overview including, but not limited to:

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

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- 1.6.1.1. Clear and detailed expectations of the targeted behavior(s).
- 1.6.1.2. How the targeted behavior(s) is/are measured.
- 1.6.1.3. How incentives are earned and distributed.
- 1.6.1.4. Duration of program.
- 1.6.2. Program structure and policies including but not limited to:
  - 1.6.2.1. Enrollment.
  - 1.6.2.2. Data collection.
  - 1.6.2.3. Surveys.
  - 1.6.2.4. Discharge.
- 1.7. The Contractor must ensure all individuals who choose to participate in the CMP (herein after referred to as Participants), and their guardian if applicable, receive, review, and sign an informed consent prior to program participation. The Contractor must ensure informed consent includes, but is not limited to:
  - 1.7.1. Risks and benefits of participation.
  - 1.7.2. Notice of privacy practices shall be provided to the Department upon request.
  - 1.7.3. Notice of ability to rescind consent at any time.
- 1.8. The Contractor must ensure the signed informed consent form is kept in the Participant's CMP record.
- 1.9. The Contractor must ensure eligible participants who decline to participate in the CMP:
  - 1.9.1. Will not be denied any treatment services for which they are eligible; and
  - 1.9.2. Will be offered the opportunity to enroll during their next scheduled SUD treatment services appointment.
- 1.10. The Contractor must ensure Participants who are discharged from the CMP are given the opportunity to reapply for admission to the program.
- 1.11. The Contractor must meet with Participants weekly for CMP check-in. During weekly CMP check-in, the Contractor must:
  - 1.11.1. Update the Participant on the number of weeks they have participated in the program and the number of weeks remaining;
  - 1.11.2. If the Participant has achieved the targeted behavior(s), the Contractor must provide the Participant with:
    - 1.11.2.1. Positive reinforcement for the behavior(s); and
    - 1.11.2.2. The corresponding earned incentive.

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- 1.11.3. If the Participant has not achieved the targeted behavior(s), the Contractor must:
  - 1.11.3.1. Discuss and problem solve any barriers to program attendance or participation.
  - 1.11.3.2. Offer support and encouragement to take positive steps and continue to engage in their recovery efforts.
- 1.11.4. Assist the Participant connecting with community-based services to support treatment and recovery as applicable.
- 1.12. The Contractor must ensure earned incentives are awarded to Participants at the time of targeted behavior(s) achievement.
- 1.13. The Contractor must ensure Participant records related to the CMP are recorded and maintained separate from the Participant's clinical outpatient record.
- 1.14. The Contractor must ensure the CMP is implemented to fidelity. The Contractor must:
  - 1.14.1. Consult with the Department on CMP adaptations, as needed, to meet the needs of the individuals served; and
  - 1.14.2. Ensure CMP adaptations are not implemented prior to, or without, Department approval.
- 1.15. The Contractor must conduct continuous quality improvement to determine needs or modifications.
- 1.16. The Contractor must ensure the CMP is implemented no later than 90 days after the contract approval date.
- 1.17. The Contractor must comply with all current and future federal and state laws, rules, and regulations, regarding this scope of work.
- 1.18. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.
- 1.19. The Contractor must participate in meetings with the Department, on a monthly basis, or as otherwise requested by the Department.
- 1.20. Program Marketing
  - 1.20.1. The Contractor must develop marketing materials to be used for program outreach. The Contractor must ensure CMP marketing materials:
    - 1.20.1.1. Educate individuals receiving services and service providers about the CMP including, but not limited to:

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- 1.20.1.1.1. Benefits and successes of using this approach in conjunction with other evidence-based treatment modalities;
- 1.20.1.1.2. Program overview.
- 1.20.1.1.3. Program structure and policies.
- 1.20.2. The Contractor must ensure all CMP-related marketing materials are submitted to the Department for review and approval prior to distribution of materials.
- 1.21. CMP Aftercare Surveys
  - 1.21.1. The Contractor must administer CMP Aftercare Surveys, as provided by the Department, to each participant upon discharge from the CMP, to assess overall program experience, satisfaction, and outcomes.
  - 1.21.2. The Contractor must utilize a digital survey software, e.g. Survey Monkey or equivalent, to administer survey, collect participant responses, and analyze survey results. The Contractor must ensure surveys:
    - 1.21.2.1. Allow for only anonymous responses, so participants feel safe in giving honest feedback;
    - 1.21.2.2. Shall not elicit a response that would collect personally identifiable, meaning information that would allow for the constructive identification of any individual and that there is no reasonable basis to believe the data could be used, alone or in combination with, other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information, protected health, SUD, or other state or federally regulated information;
    - 1.21.2.3. Are reviewed and approved by the Department prior to distribution; and
    - 1.21.2.4. Are reviewed and utilized for program enhancement and improvement.
  - 1.21.3. The Contractor must ensure survey results data are aggregate and de-identified.
  - 1.21.4. The Contractor must share aggregate, non-identifiable survey results with the Department as requested.
- 1.22. Data Entry Requirements
  - 1.22.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports the CMP Contract deliverables. The

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Contractor must:

- 1.22.1.1. Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter CMP data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.
  - 1.22.1.2. Enter aggregate, non-identifiable CMP data into the AFMC system on a monthly basis. The Contractor must ensure data entered includes:
    - 1.22.1.2.1. Demographics;
    - 1.22.1.2.2. Number of individuals served;
    - 1.22.1.2.3. Number of CMP sessions attended per individual;
    - 1.22.1.2.4. Number of individuals who completed the CMP;
    - 1.22.1.2.5. Number of individuals who did not complete the CMP and reason(s) for non-completion;
    - 1.22.1.2.6. Type, number, and cost of gift cards provided, per individual; and
    - 1.22.1.2.7. Other CMP data as determined and requested by the Department.
  - 1.22.2. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- 1.23. Reporting
- 1.23.1. The Contractor will be providing the Department with aggregate data from its clients to support the Contract deliverables and will not be handling or storing regulated or identifiable data on the Department's behalf.
  - 1.23.2. The Contractor must ensure at no time will the Contractor share its client personally identifiable information, protected health information, SUD or other state or federally regulated information with the Department verbally, digitally or hard copy in association with this Contract.
  - 1.23.3. The Contractor must provide monthly reports to the Department in a

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

- 1.23.3.1. Demographics;
- 1.23.3.2. Number of individuals served;
- 1.23.3.3. Number of sessions individuals attended;
- 1.23.3.4. Number of individuals completing the CMP;
- 1.23.3.5. Number of individuals not completing the CMP and reason(s) non-completion;
- 1.23.3.6. Number and cost of gift cards provided, per individual; and
- 1.23.3.7. Other factors as determined by the Department.

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

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

**1.24. Staffing**

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

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

- 1.24.2.1. On the program model prior to working in the program;
- 1.24.2.2. To safeguard the confidentiality, privacy, and information security of the participant information; and
- 1.24.2.3. Any access to Department databases shall require completion of Department information security training as required.

**1.25. Performance Measures**

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

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

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- 1.25.1.2. 95% of participant assessments demonstrate the treatment plan was based on the participants strengths and identified motivational incentives; and
- 1.25.1.3. 90% of participants decreased to stopped stimulant use after 90 days of completion of the program as indicated through aftercare survey results
- 1.25.2. The Department may include other performance measures in the resulting contract(s).
- 1.26. State Opioid Response (SOR) Grant Standards
  - 1.26.1. The Contractor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
  - 1.26.2. The Contractor must ensure all referrals of individuals to the Doorways are:
    - 1.26.2.1. Completed and documented in the individual's file; and
    - 1.26.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
  - 1.26.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD) or are at risk for such.
  - 1.26.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
  - 1.26.5. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor must ensure:
    - 1.26.5.1. Treatment in this context includes the treatment of OUD or StimUD.
    - 1.26.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
    - 1.26.5.3. This marijuana restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.

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- 1.26.6. The Contractor must ensure Naloxone kits are available to individuals utilizing SOR funding.
- 1.26.7. If the Contractor intends to distribute Fentanyl test strips, the selected Applicant(s) must provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The selected Applicant(s) must ensure the utilization plan includes, but is not limited to:
  - 1.26.7.1. Internal policies for the distribution of Fentanyl strips;
  - 1.26.7.2. Distribution methods and frequency; and
  - 1.26.7.3. Other key data as requested by the Department.
- 1.26.8. The Contractor must provide services to eligible individuals who:
  - 1.26.8.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;
  - 1.26.8.2. Have co-occurring mental health disorders; or
  - 1.26.8.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.26.9. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 1.26.10. The Contractor must ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.
- 1.26.11. The Contractor must collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

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

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

**3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically**

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**Appropriate Programs and Services**

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

**3.3. Credits and Copyright Ownership**

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

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

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

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

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

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

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

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

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

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

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

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

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

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

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

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

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

8.1.3. Invoices supporting expenses reported.

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

8.1.3.1.1. Amounts belonging to other programs.

8.1.3.1.2. Amounts prior to effective date of contract

8.1.3.1.3. Construction or renovation expenses.

8.1.3.1.4. Food or water.

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

8.1.3.1.6. Fines, fees, or penalties.

8.1.3.1.7. Cell phones and cell phone minutes for clients.

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

8.1.5. Cost center reports.

8.1.6. Profit and loss report.

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

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

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**EXHIBIT C**

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- 8.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 8.2. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesbdas@dhhs.nh.gov](mailto:dhhs.dbhinvoicesbdas@dhhs.nh.gov) or mailed to:
- Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
9. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
10. The Contractor agrees that invoices submitted late may be subject to non-payment.
11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits
- 14.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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EXHIBIT C**

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dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget Sheet

RFP-2023-DBH-08-EFFEC

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <u>Hope on Haven PLLC</u>		
Budget Request for: <u>Contingency Management Program</u>		
Budget Period: <u>2/1/2023-6/30/2023</u>		
Indirect Cost Rate (if applicable): <u>10.00%</u>		
Line Item	Program Cost, Funded by DHS	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.
	\$22,328	
1. Salary & Wages		
	\$4,640	
2. Fringe Benefits		
	\$9,000	
3. Consultants		
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
	\$0	
6. Travel	\$0	
	\$0	
7. Software	\$0	
	\$0	
8.(a) Other - Marketing/Communications	\$0	
8.(b) Other - Education and Training	\$0	
8.(c) Other - Other (specify below)	\$7,500	
CM Program Client Incentives	\$0	
Other (please specify)	\$0	
Other (please specify)	\$0	
Other (please specify)	\$0	
	\$0	
9. Subcontractor Contracts		
<b>Total Direct Costs</b>	<b>\$30,617</b>	
<b>Total Indirect Costs</b>	<b>\$3,852</b>	
<b>TOTAL</b>	<b>\$34,469</b>	

  
 Contractor Initials \_\_\_\_\_  
 Date 3/21/2023

Exhibit C-2 Budget Sheet

RFP-2023-DBH-08-EFFEC

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: Hope on Haven HR		
Budget Request for: Contingency Management Program		
Budget Period: 7/1/2023-6/30/2023		
Indirect Cost Rate (if applicable): 10.00%		
Line Item	Program Cost - Funded by DHHS:	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.
	\$13,307	
1. Salary & Wages		
	\$2,813	
2. Fringe Benefits		
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
	\$0	
6. Travel		
	\$0	
7. Software		
	\$0	
8.(a) Other - Marketing/Communications	\$0	
8.(b) Other - Education and Training	\$0	
8.(c) Other - Other (specify below)		
Cal Program Client Incentives	\$7,500	
Other (please specify)	\$0	
Other (please specify)	\$0	
Other (please specify)	\$0	
	\$0	
9. Subcontracted Contracts		
<b>Total Direct Costs</b>	<b>\$23,710</b>	
<b>Total Indirect Costs</b>	<b>\$2,371</b>	
<b>TOTAL</b>	<b>\$26,081</b>	

Contractor Initials HW

Date 3/12/2023



New Hampshire Department of Health and Human Services  
Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D

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

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

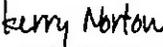
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Hope on Haven Hill

3/21/2023

Date

DocuSigned by:  
  
 Name: Kerry Norton  
 Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

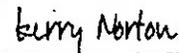
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: Hope on Haven Hill

3/21/2023

Date

DocuSigned by:  
  
 Name: KERRY NORTON  
 Title: Executive Director

Vendor Initials   
 3/21/2023  
 Date

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Hope on Haven Hill

3/21/2023

Date

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

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New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Hope on Haven Hill

3/21/2023

Date

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Hope on Haven Hill

3/21/2023

Date

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



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name: Hope on Haven Hill

3/21/2023

Date

DocuSigned by:

*Kerry Norton*

Name: Kerry Norton

Title: Executive Director

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Contractor Initials

3/21/2023  
Date



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

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

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

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

X  NO   YES

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

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

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

NO   YES

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

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

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

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