



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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October 24, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source, Retroactive** contract with Weeks Medical Center (VC#177171-B001), Lancaster, NH, in the amount of \$663,607 to continue access to Substance Use Disorder treatment and recovery support services in the Berlin area, effective retroactive to September 29, 2023 upon Governor and Council approval through September 29, 2024. 100% Federal Funds.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074/500589	Welfare Assistance	92057062	\$497,972
2025	074/500589	Welfare Assistance	92057062	\$165,635
			<b>Total</b>	<b>\$663,607</b>

**EXPLANATION**

This request is **Retroactive** to avoid delays or gaps that would result in reduced or loss of access and supports for individuals in need of these critical services. The Federal awarding agency notified the Department on September 2, 2023 of the availability of funding beyond the contracts' completion dates of September 29, 2023. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the contracts expiring.

This request is **Sole Source** because the Contractor is uniquely qualified to provide the necessary services. The Contractor has previously supported the provision of these services as a subcontractor under a previous agreement with Androscoggin Valley Hospital. Androscoggin Valley Hospital, Weeks Medical Center, and the Department agreed to this change to increase efficiency and improve programmatic oversight.

The Contractor will continue providing resources that strengthen existing prevention, treatment, and recovery support programs by promoting engagement in the recovery process and ensuring access and referral to critical services that decrease the number of substance use disorders including opioid and stimulant-related misuses, overdoses, and deaths. The Contractor provides immediate screening and evidenced based assessment to determine the proper level of care for individuals, continues to maintain mechanisms to immediately transport individuals to safe housing while awaiting treatment, and administers facilitated referrals and case management for all seeking services to properly navigate the prevention, treatment, and recovery system.

Approximately 1,080 individuals will be served between September 30, 2023 and September 29, 2024. This count is inclusive of individuals who have been previously engaged with the Doorways and individuals new to seeking services.

The Department will continue monitoring services by reviewing, analyzing, and engaging in quality improvement activities based on monthly data reports; monthly Doorway program calls; and Government Performance and Results Act interviews and follow-ups through the Web Information Technology System database.

Should the Governor and Executive Council not authorize this request, individuals seeking substance use related supports and services, including opioid use and stimulant use disorders, may experience difficulty navigating a complex system; may not receive the supports and clinical services needed; and may experience delays in receiving care.

Source of Federal Funds: Assistance Listing Number (ALN) #93.788, FAIN #H79TI085759, ALN 93.959, FAIN B08TI083509 AND FAIN TI084659.

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

**Subject:** Access and Delivery Hub for Opioid Use Disorder Services (SS-2024-DBH-28-ACCES-01)

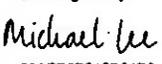
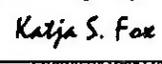
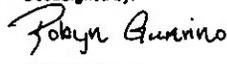
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Weeks Medical Center		1.4 Contractor Address 173 Middle St. Lancaster, NH 03584	
1.5 Contractor Phone Number 603-788-4911	1.6 Account Unit and Class 05-95-92-920510-70400000	1.7 Completion Date September 29, 2024	1.8 Price Limitation \$663,607
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: 10/23/2023		1.12 Name and Title of Contractor Signatory Michael Lee President & CEO	
1.13 State Agency Signature DocuSigned by:  Date: 10/23/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/24/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 12.2 For purposes of paragraph 12, 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.
- 12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

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

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

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

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

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective retroactive to September 29, 2023 ("Effective Date"), upon Governor and Council approval.

1.2. Paragraph 9, Subparagraph 9.2, Termination, is amended as follows:

3.2. 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) calendar 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.

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

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

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

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

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding Subparagraph 12.5 through 12.9 as follows:

12.5. 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

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

**EXHIBIT A**

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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.

- 12.6. The Contractor shall annually submit a written plan to the Department for review and written approval for any proposed subcontracting of Core Doorway services.
- 12.7. The Contractor shall annually submit all subcontracts the Doorway proposes to enter into for services funded through this contract to the Department for written approval prior to execution.
- 12.8. The Contractor shall at all times be responsible for continuous oversight of, and compliance with, all core Doorway services, including those provided by any subcontract, and shall be the single point of contact with the Department for those core services. To the furthest extent possible, the patient experience with subcontracts should be consistent with that provided directly by the Doorway.

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



**EXHIBIT B**

Scope of Services

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within 10 days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Exhibits D through E are attached hereto and incorporated by reference herein.

**2. Statement of Work**

- 2.1. The Contractor shall operate a regional Doorway for access to care for substance use related needs and support service access in accordance with the terms and conditions approved by Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) grant.
- 2.2. The Contractor shall provide residents in the Berlin Region with facilitated referrals to prevention services, substance use disorder (SUD) treatment, recovery support services, and/or harm reduction services and other health and social services, including medications for SUD.
- 2.3. The Contractor shall participate in technical assistance, guidance, and oversight activities, as directed by the Department, for continued development and enhancement of Doorway services.
- 2.4. The Contractor shall collaborate with the Department to assess capacity and resource needs, as evidenced by a feasibility and sustainability plan, to provide services either directly, or indirectly through a professional services agreement approved by the Department, that include, but are not limited to:
  - 2.4.1. Medications for SUD, consistent with the principles of the Medication First model.
  - 2.4.2. Coordination of outpatient, residential and inpatient SUD treatment services, in accordance with the American Society of Addiction Medicine (ASAM).
  - 2.4.3. Coordination of services and support outside of Doorway operating hours specified in Paragraph 3.1.1., while awaiting intake with the Doorway.
- 2.5. The Contractor shall identify any gaps in financial and staffing resources required in Section 5. Staffing.
- 2.6. The Contractor shall ensure formalized coordination with 2-1-1 NH; other Doorways, including the After Hours Doorway; and other agencies and community-based programs that make up the components of the Doorway System to ensure services and supports are available to individuals after Doorway operating hours. The Contractor shall ensure coordination includes, but is not limited to:
  - 2.6.1. Establishing a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) for after-hour services and supports, which includes but are not limited to:

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



**EXHIBIT B**

- 2.6.1.1. A process that ensures the individual's preferred Doorway receives information on the individual, outcomes, and events for continued follow-up.
- 2.6.1.2. A process for sharing information about each individual receiving services to allow for prompt follow-up care and supports, in accordance with applicable state and federal requirements, that includes but is not limited to:
  - 2.6.1.2.1. Any locations to which the individual was referred for respite care or housing.
  - 2.6.1.2.2. Other services offered or provided to the individual.
- 2.6.2. Enabling the sharing of information and resources, which include, but are not limited to:
  - 2.6.2.1. Demographics of individuals receiving services..
  - 2.6.2.2. Referrals made.
  - 2.6.2.3. Services rendered.
  - 2.6.2.4. Identification of resource providers involved in each individual's care.
- 2.7. The Contractor shall establish formalized agreements to enroll and contract with:
  - 2.7.1. Medicaid Managed Care Organizations (MCO) to coordinate case management efforts on behalf of the individual.
  - 2.7.2. Private insurance carriers to coordinate case management efforts on behalf of the individual.
- 2.8. The Contractor shall create policies relative to obtaining patient consent for disclosure of protected health information, as required by state administrative rules and federal and state laws, for agreements reached with MCOs and private insurance carriers as outlined above.
- 2.9. The Contractor shall develop a Department-approved conflict of interest policy related to Doorway services and referrals to treatment and recovery supports and services programs funded outside of this contract that maintains the integrity of the referral process and individual choice in determining placement in care.
- 2.10. The Contractor shall participate in regularly scheduled learning and educational sessions with other Doorways that are hosted, and/or recommended, by the Department.
- 2.11. The Contractor shall participate in regional community partner meetings to provide information and receive feedback regarding the Doorway services. The Contractor shall:
  - 2.11.1. Ensure regional community partners include, but are not limited to:
    - 2.11.1.1. Municipal leaders.
    - 2.11.1.2. Regional Public Health Networks.
    - 2.11.1.3. Continuum of Care Facilitators
    - 2.11.1.4. Health care providers.
    - 2.11.1.5. Social services providers.
    - 2.11.1.6. Other stakeholders, as appropriate.

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



**EXHIBIT B**

- 2.11.2. Ensure meeting agendas include, but are not limited to:
  - 2.11.2.1. Receiving input on successes of services.
  - 2.11.2.2. Sharing challenges experienced since the last regional community partner meeting.
  - 2.11.2.3. Sharing methods and actions that can be taken to improve transitions and process flows.
- 2.11.3. Provide meeting minutes to partners and the Department no later than 10 days following each community partners meetings.
- 2.12. The Contractor shall inform the Department of the regional goals to be included in the future development of needs assessments the Contractor and its regional partners have during the contract period, including, but not limited to, goals pertaining to:
  - 2.12.1. Naloxone saturation and distribution.
  - 2.12.2. Enhanced coverage and services to enable reduced Emergency Room use.
  - 2.12.3. Reducing fatal and non-fatal overdose.
  - 2.12.4. Increasing access to medications for SUD.
- 3. Scope of Work for Doorway Activities**
  - 3.1. The Contractor shall ensure that, unless an alternative schedule for the Doorway to meet the needs of the community is proposed and approved by the Department, the Doorway provides, in one (1) location, at a minimum:
    - 3.1.1. Hours of operation that includes:
      - 3.1.1.1. 8:00 am to 5:00 pm Monday through Friday; and
      - 3.1.1.2. Expanded hours as agreed to by the Department.
    - 3.1.2. A physical location for individuals to receive face-to-face services, ensuring any request for a change in location is submitted to the Department no later than 30 days prior to the requested move for Department approval;
    - 3.1.3. Telehealth services consistent with state and federal law;
    - 3.1.4. Telephonic services for calls referred to the Doorway by 2-1-1 NH;
    - 3.1.5. Initial intake and screening to assess an individual's potential need for Doorway services provided same day;
    - 3.1.6. Crisis intervention and stabilization counseling services provided by a licensed clinician for any individual in a substance use related behavioral health crisis who requires immediate non-emergency intervention requiring urgent assessment and history of the crisis state, mental status exam, and disposition. If the individual is calling rather than physically presenting at the Doorway, the Contractor shall ensure services include, but are not limited to:
      - 3.1.6.1. Community-based mobile crisis services through New Hampshire Rapid Response.

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- 3.1.6.2. Directing callers to dial 911, or calling on individual's behalf if necessary, if an individual is in imminent danger or there is an emergency.
- 3.1.6.3. Assessment and history of the crisis state.
- 3.1.6.4. Mental Status Exam and disposition.
- 3.1.6.5. Plans for Safety.
- 3.1.7. Same day, trauma-informed, clinical evaluations that include:
  - 3.1.7.1. Evaluations of all ASAM Criteria (ASAM, October 2013), domains;
  - 3.1.7.2. A level of care recommendation based on ASAM Criteria (October 2013); and
  - 3.1.7.3. Identification of the individual's strengths and resources that can be used to support treatment and recovery.
- 3.1.8. Development of a clinical service plan in collaboration with the individual based on the clinical evaluation referenced above. The Contractor shall ensure the clinical service plan includes, but is not limited to:
  - 3.1.8.1. Determination of an initial ASAM level of care.
  - 3.1.8.2. Identification of any needs the individual may have relative to supportive services including, but not limited to:
    - 3.1.8.2.1. Physical health needs.
    - 3.1.8.2.2. Mental health and other behavioral health needs.
    - 3.1.8.2.3. Peer recovery support needs.
    - 3.1.8.2.4. Social services needs.
    - 3.1.8.2.5. Criminal justice needs that include Corrections, Treatment Court, and Division for Children, Youth, and Families (DCYF) matters.
  - 3.1.8.3. A plan for addressing all areas of need identified above by determining goals that are patient-centered, specific, measurable, attainable, realistic, and timely (SMART goals).
  - 3.1.8.4. Plans for referrals to external providers to offer interim services, when the level of care identified above is not available to the individual within 48 hours of service plan development, which are defined as:
    - 3.1.8.4.1. A minimum of one (1), 60-minute individual or group outpatient session per week; and/or
    - 3.1.8.4.2. Recovery support services, as needed by the individual; and/or
    - 3.1.8.4.3. Daily calls to the individual to assess and respond to any emergent needs; and/or
    - 3.1.8.4.4. Respite shelter while awaiting treatment and recovery services.

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- 3.1.9. A staff person, which can be a licensed clinician, Certified Recovery Support Worker (CRSW), or other non-clinical support staff, capable of assisting specialty populations with accessing services that may have additional entry points to services or specific eligibility criteria. Specialty populations include, but are not limited to:
  - 3.1.9.1. Veterans and service members.
  - 3.1.9.2. Pregnant, postpartum, and parenting people.
  - 3.1.9.3. Families involved with DCYF.
  - 3.1.9.4. Individuals at-risk of or living with HIV/AIDS.
  - 3.1.9.5. Adolescents.
- 3.1.10. Facilitated referrals to SUD treatment and recovery support and other health and social services, which shall include, but not be limited to:
  - 3.1.10.1. Developing and implementing adequate consent policies and procedures for individual-level data sharing and shared care planning with external providers, in accordance with HIPAA and 42 CFR Part 2.
  - 3.1.10.2. Determining referrals based on the service plan developed.
  - 3.1.10.3. Assisting individuals with obtaining services with the provider agency, as appropriate.
  - 3.1.10.4. Contacting the provider agency on behalf of the individual, as appropriate.
  - 3.1.10.5. Assisting individuals with meeting the financial requirements for accessing services including, but not limited to:
    - 3.1.10.5.1. Identifying sources of financial assistance for accessing services and supports.
    - 3.1.10.5.2. Providing assistance with accessing financial assistance including, but not limited to:
      - 3.1.10.5.2.1. Assisting the individual with making contact with the assistance agency, as appropriate.
      - 3.1.10.5.2.2. Contacting the assistance agency on behalf of the individual, as appropriate.
      - 3.1.10.5.2.3. Supporting the individual in meeting the admission, entrance, and intake requirements of the assistance agency.
    - 3.1.10.5.3. When no other payer is available, assisting individuals with accessing services by utilizing flexible needs funds, as directed by the Department, that supports individuals who meet the eligibility criteria for assistance under the Department-approved Flexible Needs Fund Policy with their financial needs, which may include but are not limited to:

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- 3.1.10.5.3.1. Transportation for eligible individuals to and from recovery-related medical appointments, treatment programs, and other locations;
  - 3.1.10.5.3.2. Childcare to permit an eligible individual who is a parent or caregiver to attend recovery-related medical appointments, treatment programs, and other appointments;
  - 3.1.10.5.3.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, such as payment of security deposits or unpaid utility bills;
  - 3.1.10.5.3.4. Provision of clothing appropriate for cold weather, job interviews, or work;
  - 3.1.10.5.3.5. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services; and
  - 3.1.10.5.3.6. Other uses preapproved in writing by the Department.
- 3.1.11. Continuous care coordination which includes, but is not limited to:
- 3.1.11.1. Continuous reassessment of the clinical evaluation, identified above, for individuals to ensure the appropriate levels of care and supports identified are appropriate and revising the levels of care based on response to receiving interim services and supports.
  - 3.1.11.2. Continuous reassessment in collaboration or consultation with the individual's external service provider(s) of necessary support services to address needs identified in the evaluation or by the individual's service provider that may create barriers to the individual entering and/or maintaining treatment and/or recovery.
  - 3.1.11.3. Supporting individuals with meeting the admission, entrance, and intake requirements of the provider agency.
  - 3.1.11.4. Ongoing follow-up and support of individuals engaged in services in collaboration or consultation with the individual's external service provider(s) until a discharge Government Performance and Results Act (GPRA) interview is completed. The Contractor shall ensure follow-up and support includes, but is not limited to:
    - 3.1.11.4.1. Attempting to contact each individual at a minimum, once per week until the discharge GPRA interview is completed, according to the following guidelines:

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- 3.1.11.4.1.1. Attempt the first contact by telephone, in person or by an alternative method approved by the Department at such a time when the individual would normally be available.
- 3.1.11.4.1.2. If the first contact attempt is not successful, attempt a second contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the individual would normally be available no sooner than two (2) business days and no later than three (3) business days after the first attempt.
- 3.1.11.4.1.3. If the second contact attempt is not successful, attempt a third contact, as necessary, by telephone, in person or by an alternative method approved by the Department at such a time when the individual would normally be available, no sooner than two (2) business days and no later than three (3) business days after the second attempt.
- 3.1.11.4.1.4. Documenting all efforts of contact in a manner approved by the Department.
- 3.1.11.5. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the Contractor shall proceed in alignment with best practices for the prevention of suicide.
  - 3.1.11.5.1. Clinicians shall screen individuals for suicide risk using a validated tool, with information being communicated to partners where necessary; and
  - 3.1.11.5.2. If screening is positive, call Rapid Response.
- 3.1.11.6. When possible, contact with, and outreach to, individuals shall be conducted in coordination and consultation with the individual's external service provider to ensure continuous communication and collaboration between the Doorway and service provider.
- 3.1.11.7. Each successful contact shall include, but not be limited to:
  - 3.1.11.7.1. Inquiring on the status of each individual's recovery and experience with their external service provider.
  - 3.1.11.7.2. Identifying individual needs.
  - 3.1.11.7.3. Assisting the individual with addressing identified needs.
  - 3.1.11.7.4. Providing early intervention to individuals who have resumed use.

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- 3.1.11.8. Collecting and documenting attempts to collect individual-level data at multiple intervals including, but not limited to ensuring the GPRA Interview tool is completed and entered into the SAMHSA's Performance Accountability and Reporting System (SPARS), at a minimum:
  - 3.1.11.8.1. At intake or no later than seven (7) calendar days after the GPRA interview is conducted;
  - 3.1.11.8.2. Six (6) months post intake into Doorway services; and
  - 3.1.11.8.3. Upon discharge from the initially referred service.
- 3.1.11.9. Documenting any loss of contact in the SPARS system using the appropriate process and protocols as defined by SAMHSA through technical assistance provided under the SOR grant.
- 3.1.11.10. Ensuring contingency management strategies are utilized to increase engagement in follow-up GPRA interviews, which may include, but are not limited to gift cards provided to individuals for follow-up participation at each follow-up interview, which shall not exceed \$30 in value, ensuring payments are not used to incentivize participation in treatment.
- 3.1.11.11. Assisting individuals who are unable to secure financial resources, with enrollment in public or private insurance programs including but not limited to New Hampshire Medicaid, Medicare, and or waiver programs within 14 calendar days after intake.
- 3.1.11.12. Providing Naloxone purchase, distribution, information, and training to individuals and organizations receiving kits.
- 3.2. The Contractor shall obtain consent forms from all individuals served, either in-person, telehealth, or other electronic means, to ensure compliance with all applicable state and federal confidentiality laws.
- 3.3. The Contractor shall provide services in accordance with:
  - 3.3.1. The 12 Core Functions of the Alcohol and Other Drug Counselor;
  - 3.3.2. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice;
  - 3.3.3. The four (4) recovery domains, as described by the International Credentialing and Reciprocity Consortium;
  - 3.3.4. TIP 27: Comprehensive Case Management for Substance Abuse Treatment; and
  - 3.3.5. The ASAM Criteria 3<sup>rd</sup> Edition.
- 3.4. The Contractor shall have policies and procedures that allow them to accept referrals and evaluations from SUD treatment and other service providers that include the utilization of the closed loop referral system procured by the Department.
- 3.5. The Contractor shall provide information to all individuals seeking services on how to file a grievance in the event of dissatisfaction with services provided. The Contractor shall ensure each individual seeking services receives information on:

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- 3.5.1. The steps to filing an informal complaint with the Contractor, including the specific contact person to whom the complaint should be sent; and
- 3.5.2. The steps to filing an official grievance with the Contractor and the Department with specific instructions on where and to whom the official grievance should be addressed.
- 3.6. The Contractor shall participate in on-site reviews conducted by the Department on a annual basis, or as otherwise requested by the Department.
- 3.7. The Contractor must submit a plan to create individualized care plans for clients, ensure service plans are written in simple, easy to understand language, and include actionable objectives to the SOR team for review and approval. Plans must be provided within 14 days of receipt of this compliance review. The Contractor must provide the SOR team weekly/biweekly updates on the execution of the plan.
- 3.8. The Contractor shall provide written policies and the formalized agreements to the Department for review and approval within 20 business days of the contract effective date and thereafter when new agreements are entered into, policies are adopted, or when information is requested by the Department that include, but not limited to:
  - 3.8.1. Privacy notices and consent forms.
  - 3.8.2. Conflict of interest and financial assistance documentation.
  - 3.8.3. Referrals and evaluation from other providers.
  - 3.8.4. Complaints.
  - 3.8.5. Grievances.
  - 3.8.6. Formalized agreements with community partners and other agencies that include, but are not limited to:
    - 3.8.6.1. 2-1-1 NH.
    - 3.8.6.2. Other Doorway partners.
    - 3.8.6.3. After Hours.
    - 3.8.6.4. Providers and supports available after normal Doorway operating hours.
- 3.9. The Doorway must collaborate with the Department contracted agent to handle the fiscal and administrative processes for payment of Flexible Needs Funds, ensuring all uses of Flexible Needs Funds are approved by the Doorway, in accordance with approved policies.

**4. Staffing**

- 4.1. The Contractor shall ensure staff during regular hours of operation includes, at a minimum:
  - 4.1.1. One (1) clinician with the ability to provide clinical evaluations for ASAM level of care placement, in-person via telehealth;
  - 4.1.2. One (1) CRSW with the ability to fulfill recovery support and care coordination functions; and
  - 4.1.3. One (1) staff person, who can be a licensed clinician, CRSW, or other non-clinical support staff, capable of aiding specialty populations as outlined in Paragraph 3.1.9.

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- 4.2. The Contractor shall ensure sufficient staffing levels appropriate for the services provided and the number of individuals served based on available staffing and the budget established for the Doorway.
- 4.3. The Contractor may provide alternative staffing, either temporary or long-term, for Department approval, 30 calendar days before making the change to staffing.
- 4.4. The Contractor shall ensure all unlicensed staff providing treatment, education or recovery support services are directly supervised by a licensed supervisor.
- 4.5. The Contractor shall ensure no licensed supervisor supervises more than eight (8) unlicensed staff unless the Department has approved an alternative supervision plan.
- 4.6. The Contractor shall ensure peer clinical supervision is provided for all clinicians including, but not limited to:
  - 4.6.1. Weekly discussion of cases with suggestions for resources or alternative approaches.
  - 4.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 4.7. The Contractor shall ensure staff meet all training requirements, which may be satisfied through existing licensure requirements and/or Department-approved alternative training curriculums or certifications and include, but are not limited to:
  - 4.7.1. For all clinical staff:
    - 4.7.1.1. Suicide prevention and early warning signs.
    - 4.7.1.2. The 12 Core Functions of the Alcohol and Other Drug Counselor.
    - 4.7.1.3. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics.
    - 4.7.1.4. An approved course on the 12 core functions and The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within 12 months of hire.
    - 4.7.1.5. A Department-approved ethics course within 12 months of hire.
  - 4.7.2. For recovery support staff and other non-clinical staff working directly with individuals:
    - 4.7.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee.
    - 4.7.2.2. The standards of practice and ethical conduct, with particular emphasis given to the individual's role and appropriate responsibilities, professional boundaries, and power dynamics, and confidentiality safeguards in accordance with HIPAA and 42 CFR Part 2, and state rules and laws.
    - 4.7.2.3. The four (4) recovery domains as described by the International Credentialing and Reciprocity Consortium.
    - 4.7.2.4. An approved ethics course within 12 months of hire.

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- 4.7.3. Ensuring all recovery support staff and clinical staff receive annual continuous education regarding substance use.
- 4.7.4. Providing, and documenting, in-service training to all staff involved in direct-care within 15 business days of the contract effective date, or the staff person's start date, on the following:
  - 4.7.4.1. The contract requirements; and
  - 4.7.4.2. All other relevant policies and procedures provided by the Department.
- 4.8. The Contractor shall provide staff, subcontractors, or end users as defined in Exhibit K with periodic training in practices and procedures to ensure compliance with information security, privacy or confidentiality in accordance with state administrative rules and state and federal laws.
- 4.9. The Contractor shall notify the Department in writing:
  - 4.9.1. Within one (1) week of hire of a new administrator, coordinator or any staff person essential to meeting the terms and conditions of this contract; and
  - 4.9.2. Within seven (7) calendar days when there is not sufficient staffing to perform all required services for more than one (1) month.
- 4.10. The Contractor shall have policies and procedures, as approved by the Department, related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract.
- 4.11. The Contractor shall ensure that student interns complete a Department-approved ethics course and a Department-approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice within six (6) months of beginning their internship.

**5. Records**

- 5.1. The Contractor shall maintain the following records, to be provided to the Department upon request:
  - 5.1.1. Books, records, documents and other electronic or physical data evident of all expenses incurred, and all income received by the Contractor related to Exhibit B, Scope of Services;
  - 5.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all costs and expenses, and are acceptable to the Department, to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department;
  - 5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the

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provision of services and all invoices submitted to the Department to obtain payment for such services; and

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

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

6.1. The Contractor is a covered entity as defined under the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162 and 164, and shall comply with all confidentiality requirements and safeguards set forth in state and federal law and rules. The Contractor is also a SUD provider as defined under 42 CFR Part 2 and shall safeguard confidential information as required. The Contractor shall ensure compliance with all consent and notice requirements prohibiting the redisclosure of confidential information in accordance with 42 CFR Part 2.

6.2. All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the disclosure of any protected health information shall be in accordance with the regulatory provisions of HIPAA, 42 CFR Part 2, and applicable state and federal laws and rules. Further, the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, their attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in this Section 6. of Exhibit B, Scope of Services, shall survive the termination of the Contract for any reason whatsoever.

**7. Reporting Requirements.**

7.1. The Contractor shall comply with all aspects of the Department of Health and Human Services Bureau of Quality Assurance and Improvement Sentinel Event Reporting and Review Policy PO.1003 (referred to as PO. 1003), effective April 24, 2019, and any subsequent versions and/or amendments.

7.2. The Contractor shall report to the Department of Health and Human Services Bureau of Drug and Alcohol Services within 24 hours and follow up with written documentation submitted to the Bureau of Quality Assurance and Improvement within 72 hours, as specified in PO.1003, any sentinel event that occurs with any individual who is receiving services under this contract. This does not replace the responsibility of the Contractor's responsibility to notify the appropriate authority if the Contractor suspects a crime has occurred.

7.3. The Contractor shall provide any information requested by the Department as follow up to a sentinel event report, or to complete a sentinel event review, with or without involvement in a requested sentinel event review.

7.4. The Contractor shall submit monthly activity reports by the 3<sup>rd</sup> working day of the month on templates provided by the Department with data elements that include, but may not be limited to:

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- 7.4.1. Call counts.
- 7.4.2. Counts of individuals seen, separately identifying new individuals and individuals who revisit the Doorway after being administratively discharged.
- 7.4.3. Reason types.
- 7.4.4. Count of clinical evaluations.
- 7.4.5. Count of referrals made and type.
- 7.4.6. Naloxone distribution.
- 7.4.7. Referral statuses.
- 7.4.8. Recovery monitoring contacts.
- 7.4.9. Service wait times, flex fund utilization.
- 7.4.10. Respite shelter utilization.
- 7.4.11. Individual demographic data.
- 7.5. The Contractor shall submit reports on naloxone kits distributed, utilizing a template provided by the Department.
- 7.6. The Contractor shall report on required data points specific to this SOR grant as identified by SAMHSA over the grant period.
- 7.7. The Contractor shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

**8. Performance Measures**

- 8.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 8.2. The Department may collect other key data and metrics from the Contractor, including individual-level demographic, performance, and service data.
- 8.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

**9. Contract Management**

- 9.1. The Contractor shall participate in periodic meetings with the Department to review the operational status of the Doorway, for the duration of the contract.
- 9.2. The Contractor shall participate in operational site reviews on a schedule provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
  - 9.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements.
  - 9.2.2. Ensure the Department is provided with access that includes but is not limited to:

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- 9.2.2.1. Data.
  - 9.2.2.2. Financial records.
  - 9.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.
  - 9.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.
  - 9.2.2.5. Scheduled access to Contractor principals and staff.
- 9.3. The Contractor shall provide a Doorway information sheet and work plan regarding the Doorway's operations to the Department, annually, for review in the format prescribed by the Department.
- 9.4. The Contractor shall participate in meetings with Department leadership and State Opioid Response (SOR) staff on a quarterly basis, or as otherwise requested by the Department, to discuss program sustainability and ongoing access to vulnerable populations.
- 10. SOR Grant Standards**
- 10.1. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review the proposed plan for contract implementation.
  - 10.2. The Contractor and/or referred providers shall ensure that only Food and Drug Administration approved medications for Opioid Use Disorder (OUD) are utilized.
  - 10.3. The Contractor and referred providers shall only provide medical withdrawal management services to any individual supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
  - 10.4. The Contractor and referred providers shall ensure staff who are trained in Presumptive Eligibility for Medicaid are available to assist individuals with enrolling in public or private health insurance.
  - 10.5. The Contractor shall 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.
  - 10.6. The Contractor shall coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
  - 10.7. The Contractor shall submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.
  - 10.8. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:
    - 10.8.1. Treatment in this context includes the treatment of OUD/StimUD.
    - 10.8.2. 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.

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- 10.8.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 10.9. The Contractor shall ensure Naloxone kits are available to individuals, utilizing SOR funding.
- 10.10. If the Contractor intends to distribute test strips, the Contractor shall provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:
  - 10.10.1. Internal policies for the distribution of test strips;
  - 10.10.2. Distribution methods and frequency; and
  - 10.10.3. Other key data as requested by the Department.
- 10.11. The Contractor shall provide services to eligible individuals who:
  - 10.11.1. Receive MOUD services from other providers, including the individual's primary care provider;
  - 10.11.2. Have co-occurring mental health disorders; or
  - 10.11.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 10.12. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 10.13. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 10.14. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
- 10.15. The Contractor shall 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 shall collaborate with the Department to understand the aforesaid.

**11. Data Management Requirements**

- 11.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 11.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**12. Credits and Copyright Ownership**

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



**EXHIBIT B**

- 12.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 12.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

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

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

**14. Equipment Purchases**

- 14.1. The Contractor shall submit to the Department's Contract Unit a list of the purchased office equipment (with funding from this Contract). The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 14.2. The Contractor shall return said office equipment in Subsection 17.1. to the Department's Contract Unit within thirty (30) days from the completion date of the Contract.

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

- 15.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 15.2. Time and Manner of Determination.
  - 15.2.1. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 15.3. Documentation
  - 15.3.1. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall

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



**EXHIBIT B**

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include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

15.4. Fair Hearings

- 15.4.1. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

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



**EXHIBIT C**

**Methods and Conditions Precedent to Payment**

1. This Agreement is funded by:
  - 1.1. 100% Federal funds from the State Opioid Response Grant, awarded on 09/1/2023, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI085759.
2. For the purposes of this Agreement:
  - 1.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR §200.330.
  - 1.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 1.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, SOR III SFY24 Budget through Exhibit C-2, SOR III SFY25 Budget.
4. The Contractor shall seek payment for services, as follows:
  - 1.4. First, the Contractor shall charge the client's private insurance or other payor sources.
  - 1.5. Second, the Contractor shall charge Medicare.
  - 1.6. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 1.6.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 1.6.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 1.7. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
  - 1.8. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice and supporting backup documentation in a form satisfactory to the State by the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:
  - 1.9. Backup documentation includes, but is not limited to:
    - 1.9.1. General Ledger showing revenue and expenses for the contract

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



**EXHIBIT C**

- 1.9.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
    - 1.9.2.1. 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.
    - 1.9.2.2. Attestation and time tracking templates, which are available to the Department upon request.
  - 1.9.3. Invoices supporting expenses reported:
    - 1.9.3.1. Unallowable expenses include, but are not limited to:
      - 1.9.3.1.1. mounts belonging to other programs.
      - 1.9.3.1.2. Amounts prior to effective date of contract.
      - 1.9.3.1.3. Construction or renovation expenses.
      - 1.9.3.1.4. Food or water for employees.
      - 1.9.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
      - 1.9.3.1.6. Fines, fees, or penalties.
      - 1.9.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
      - 1.9.3.1.8. Cell phones and cell phone minutes for clients.
  - 1.9.4. Receipts for expenses within the applicable state fiscal year.
  - 1.9.5. Cost center reports.
  - 1.9.6. Profit and loss report.
  - 1.9.7. 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.
  - 1.9.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
  - 1.9.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
9. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
10. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DHHS.DBHInvoicesBDAS@dhhs.nh.gov](mailto:DHHS.DBHInvoicesBDAS@dhhs.nh.gov), or invoices may be mailed to:

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



**EXHIBIT C**

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

11. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
12. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
13. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
14. The Contractor must provide the services in Exhibit A – Amendment #3, Scope of Services, in compliance with funding requirements.
15. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A – Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.
16. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
17. Audits
  - 17.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 17.1.1. 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.
    - 17.1.2. 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.
    - 17.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 17.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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



**EXHIBIT C**

- 17.3. 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.
  - 17.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
  - 17.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
18. Maintenance of Fiscal Integrity
- 18.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth Wednesday of the month. Additionally, the contractor will provide interim profit and loss statements for every program area, reported as of the 20<sup>th</sup> of the month, by the last day of every month.
  - 18.2. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
  - 18.3. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for Department contracts submits a resignation or leaves for any other reason.

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Exhibit C-2  
SOR III SFY25 Budget

New Hampshire Department of Health and Human Services		
<b>Contractor Name:</b>	Weeks Medical Center	
<b>Budget Request for:</b>	Access and Delivery Hub for Opioid Use Disorder Services	
<b>Budget Period:</b>	SFY25-(July 1, 2024-September 29, 2024)	
<b>Indirect Cost Rate (if applicable)</b>	5.7% across both budget periods for entire amendment total	
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$97,150	\$77,344
2. Fringe Benefits	\$29,145	\$23,203
3. Consultants	\$563	\$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	\$0
5.(a) Supplies - Educational	\$400	\$0
5.(b) Supplies - Lab	\$3,000	\$0
5.(c) Supplies - Pharmacy	\$3,000	\$0
5.(d) Supplies - Medical	\$3,000	\$0
5.(e) Supplies Office	\$750	\$0
6. Travel	\$2,500	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$1,186	\$0
8. (b) Other - Education and Training	\$2,000	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Occupancy	\$13,500	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$156,194</b>	<b>\$100,547</b>
<b>Total Indirect Costs</b>	<b>\$9,441</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$165,635</b>	<b>\$100,547</b>

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Contractor: \_\_\_\_\_

Date: 10/23/2023

# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
- 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION C: 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <sup>DS</sup> <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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Exhibit D  
Federal Requirements

Contractor's Initials MB  
Date 10/23/2023

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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### SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT

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 subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. 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

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Exhibit D  
Federal Requirements

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## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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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.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.
11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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### **SECTION E: 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 Agreement, 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.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## FORM A

As the Grantee 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: G3XVLCE3
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here  
If the answer to #2 above is YES, please answer the following:

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

NO                       YES

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

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

Name: _____	Amount: _____

Contractor Name:

10/23/2023

Date:

DocuSigned by:

*Michael Lee*  
23AED08545D54D8...

Name: Michael Lee

Title: President & CEO

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Exhibit D  
Federal Requirements

Contractor's Initials  
Date 10/23/2023

## New Hampshire Department of Health and Human Services

### Exhibit E

## DHHS Information Security Requirements

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### A. Definitions

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

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

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

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

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

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A: Retention

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

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

#### V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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

**Exhibit E**

**DHHS Information Security Requirements**

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 10/23/2023

# 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 WEEKS MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 22, 1919. 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: 63681

Certificate Number: 0006336561



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of October A.D. 2023.

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

David M. Scanlan  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Stan Holz, President of the Board of Trustees, hereby certify that:

1. I am a duly elected Clerk, Secretary, or Officer of Weeks Medical Center.
2. The following is a true copy of a vote taken at a special request by phone and/or email of the Board of Directors/shareholders, duly called and held on September 26, 2023 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Michael Lee, CEO and President, (may list more than one person) is duly authorized on behalf of Weeks Medical Center to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 10.10.23

Stanley Holz  
Stanley Holz (Oct 10, 2023 10:14 EDT)

Stan Holz, President  
Weeks Medical Center Board of Trustees



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/21/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Professional Security Insurance Company      11811 INSURER B: Associated Industries of Massachusetts Mut      33758 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
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**COVERAGES**      **CERTIFICATE NUMBER:** W30188884      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y		HPL09121499	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ _____ COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED      RETENTION \$						PER STATUTE      OTH-ER <input checked="" type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WNZ8008077372023A	10/01/2023	10/01/2024	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Medical Professional Liability Claims-made	Y		HPL09121499	10/01/2023	10/01/2024	Each Medical Incident \$1,000,000 Annual Aggregate \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 NH Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857 is additional insured with respect to the general liability and professional liability insurance coverage referenced herein as required by written contract.

<b>CERTIFICATE HOLDER</b>  NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Mission Statement

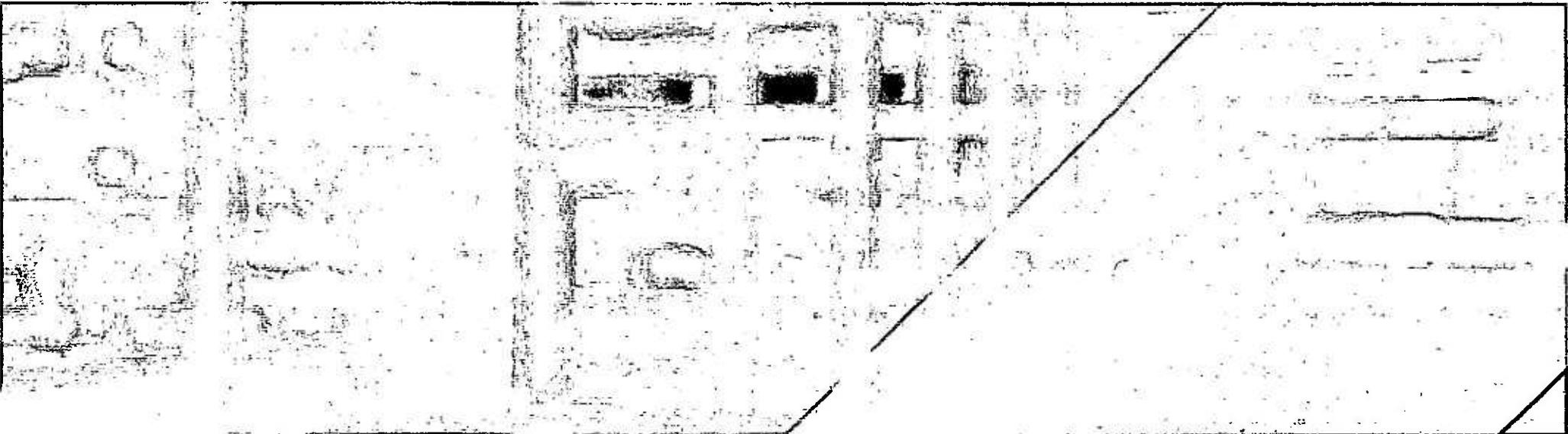
**Weeks Medical Center's compassionate staff is committed to providing high quality and efficient health care services to ensure the well-being of our patients, families and communities.**

In partnership with our communities, Weeks promotes health by;

- acknowledging that health is physical, spiritual and emotional
- emphasizing personal prevention, education and health information
- working closely with human services providers and local governments
- being closely involved with schools, businesses and churches
- actively participating in community organizations and activities
- learning about local health care needs through listening to all of our communities

Weeks strives to meet those health care needs by;

- matching our services to the needs of the individuals in our communities
- insuring timely access to health care
- providing as many services as possible locally
- delivering those services throughout our communities—in schools, businesses, homes, clinics—as well as in our modern, well-equipped Lancaster facility
- providing smoothly coordinated access to services which cannot be provided locally
- managing health care costs so that local access to health care is protected
- attracting and retaining highly trained, enthusiastic staff members
- satisfying the individuals we serve



## 2022 Audit Communications

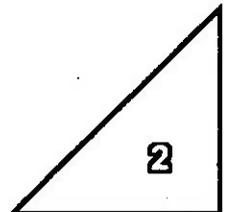
Presented by: Jeff Walla, Dimitrios Panacopoulos and Mike Regan



March 9, 2023

## Discussion Outline

- ▴ **1** Summary of Required Auditor Communications
- ▴ **2** Financial Statement Highlights
- ▴ **3** Industry Comparisons
- ▴ **4** Opportunity for Executive Session



## Required Auditor Communications

### Our Responsibility

- Express an opinion on each affiliates financial statements as well as those of the Parent corporation
- Perform the audits in accordance with U.S. generally accepted auditing standards
- Examine, on a test basis, evidence supporting amounts and disclosures in the financial statements
- Unmodified opinions on each of the affiliates' financial statements and qualified opinion on the parent's financial statements

### Management's Responsibility

- The preparation and fair presentation of the financial statements is management's responsibility
- We are not a level of internal control
- The audits of the financial statements does not relieve management or those charged with governance of their responsibilities

### Planning and Performing the Audit

- We consider internal control, but do not express an opinion on it
- We perform tests in key audit areas; those tests may change from year to year
- Incorporate an element of unpredictability. This year we selected the area of Executive Compensation NCH wide. Results affirmed policies and procedures in place were followed and the only areas for improvement were related to the documentation for (1) the timely and thorough compliance with the IRS guidelines in this area and (2) the decision with respect to compensation consultant hired.



# Required Auditor Communications

**1 | Accounting Policies**

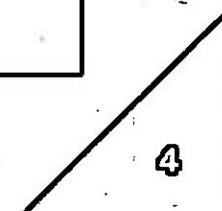
- No transactions lacked authoritative guidance
- All significant transactions were recorded in the correct period

**2 | Management's Judgements And Estimates**

- Patient service revenue
- Allowance for contractual adjustments and implicit price concessions
- Third-party settlement estimates
- Recognition of CARES Act funding for COVID-19 related expenses
- Fair value of financial instruments
- Fair value of property and equipment obtained in acquisition of Indian Stream Health Center, Inc.

**3 | Financial Statement Disclosures**

- Estimates are reasonable in relation to the financial statements taken as a whole
- Disclosures were neutral, consistent, and clear



## Required auditor communications

### Sensitive disclosures:

- ▲ Summary of significant accounting policies:
  - Net Patient Service Revenue and Accounts Receivable
  - COVID-19 related disclosures
- ▲ Availability and liquidity of financial assets
- ▲ Medicaid Enhancement Tax and Disproportionate Share Payments
- ▲ Net patient service revenue
- ▲ Fair value measurement of investments
- ▲ Long-term debt
- ▲ Commitments and contingencies
- ▲ Related party transactions

## Required Auditor Communication – Audit Adjustments

	NCH	AVH	UCVH	WMC	NCHHA	Total
Net assets without restriction, unaudited	\$ 3,291,161	\$ 37,735,177	\$ 28,664,142	\$ 48,769,022	\$ 3,828,576	\$ 122,288,078
Adjustments:						
Equity transfers from (to) affiliates	1,060,124	(713,329)	(334,476)	(934,884)	(27,209)	(949,774)
Third-party estimates and reserves		965,560	37,706	286,361		1,289,627
True up of expenses - related parties		181,344	135,679	630,680		947,703
Shared services revenue	(77,217)					(77,217)
Littleton settlement – restated	1,080,427					1,080,427
Equity transfers to affiliates, – restated	(640,468)					(640,468)
All other minor adjustments and those provided by management	(76,152)	65,623	(25,599)	(274,053)	(49,247)	(359,428)
Total adjustments	1,346,714	499,198	(186,690)	(291,896)	(76,456)	1,290,870
Net assets without restriction, audited	\$ 4,637,875	\$ 38,234,375	\$ 28,477,452	\$ 48,477,126	\$ 3,752,120	\$ 123,578,948



## Required Auditor Communications

### Uncorrected Adjustments

- ▲ None

### Disagreements and Difficulties

- ▲ No disagreements with management
- Difficulties in performing the some of the audits related to:
  - availability of reconciliations in several key areas (due to/from related parties, deferred income – grants, third party settlements, retail pharmacy, and Lancaster Patient Care Center)
  - institutional knowledge of the finance staff with respect to NCH and affiliates

### Management's Representations

- ▲ As part of the audits, we will obtain signed letters from management attesting to certain representations made during the audits.

## Required Auditor Communications – Internal Controls

### DEFINITION OF MATERIAL WEAKNESS

- A deficiency in internal control such that a material misstatement of the financial statements may not be prevented, or detected and corrected, by the Organization's internal control.

### DEFINITION OF SIGNIFICANT DEFICIENCY

- A deficiency in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

### RESULTS

- We did identify a deficiency in internal control that we consider to be a material weakness related to account reconciliations for those areas previously mentioned and were a result of the difficulties we encountered during the audit
- We did identify a deficiency in internal control that we consider to be a significant deficiency related to an unrecorded 457b Plan (NCH)
- Providing an opinion was not an objective of our audit.



## Advisory comments

- ▲ 1. Review of SOC 1 reports from investment custodians
- ▲ 2. Establish practice at NCH for liquidity of the organization
- ▲ 3. Timely documentation of review and approval of key controls
- ▲ 4. Opportunity for improved documentation in the area of executive compensation
  - Selection of the outside consultant
  - Board minutes documenting approvals
  - Timely process to document adherence with IRS Safe Harbor



## Consolidated Balance sheets – assets

	2022	2021
Cash and cash equivalents	\$ 24,860,918	\$ 59,229,363
Patient accounts receivable, net	18,165,124	20,801,426
Other accounts receivable	4,138,388	3,609,823
Current portion of assets limited as to use	260,510	2,872,868
Prepaid expenses and other current assets	<u>5,900,888</u>	<u>4,875,040</u>
<b>Total current assets</b>	<b><u>53,325,828</u></b>	<b><u>91,388,520</u></b>
Assets limited as to use	69,395,631	80,905,506
Note receivable	9,534,913	9,534,913
Property and equipment, net	75,027,591	67,533,637
Other assets	<u>9,698,289</u>	<u>10,644,964</u>
<b>Total assets</b>	<b><u>\$ 216,982,252</u></b>	<b><u>\$ 260,007,540</u></b>

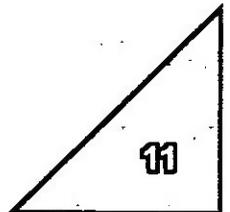
- Total cash and cash equivalents decreased approximately \$34.3M** due to \$19.5M recoupment of Medicare accelerated payment, \$15.5M for capital expenditures, and spend down of stimulus funds received.
- Patient accounts receivable decreased approximately \$2.6M** due to full year of using Meditech and keeping balances current.
- Assets limited as to use decreased approximately \$14.1M** due primarily to the realized and unrealized losses resulting from poor market conditions.



## Consolidated Balance sheets – liabilities and net assets

	2022	2021
Current portion of long-term debt	\$ 1,784,582	\$ 1,612,046
Accounts payable and accrued expenses	5,927,933	6,362,321
Accrued salaries and related amounts	7,544,149	8,004,121
Deferred HHS stimulus revenue	63,115	3,198,626
Medicare accelerated payments		19,526,782
CARES Act provider relief fund	406,839	
Current portion of estimated third-party payor settlements	4,696,150	10,147,398
Other current liabilities	995,101	2,989,267
<b>Total current liabilities</b>	<b>21,417,869</b>	<b>51,840,561</b>
Estimated third-party payor settlements, less current portion	36,512,602	44,193,221
Deferred compensation	8,269,781	9,029,999
Long-term debt, less current portion	25,360,502	26,881,407
<b>Total liabilities</b>	<b>91,560,754</b>	<b>131,945,188</b>
Net assets without donor restriction	123,578,948	125,910,769
Net assets with donor restriction	1,842,550	2,151,583
<b>Total net assets</b>	<b>125,421,498</b>	<b>128,062,352</b>
<b>Total liabilities and net assets</b>	<b>\$ 216,982,252</b>	<b>\$ 260,007,540</b>

- Medicare accelerated payments were all recouped, as required, this year.
- Estimated third party settlements decreased \$13.1M from prior year as reserves established for older years have been released in accordance with policies established and as additional information becomes known regarding the Disproportionate Share Hospital payments received and their susceptibility to adjustment or repayment through audit.



## Consolidated Statement of operations – operating

	2022	2021
Patient service revenue (net of allowances and discounts)	\$ 175,130,002	\$ 151,441,651
Other revenues	5,053,172	2,299,981
HHS stimulus revenue	5,664,347	5,603,255
Refundable advance revenue	346,759	12,192,558
Net assets released from restriction of operations	324,761	102,423
<b>Total revenues, gains, and other support without donor restriction</b>	<b>186,519,041</b>	<b>171,639,868</b>
Salaries, wages, and fringe benefits	100,008,600	88,232,808
Contract labor	19,576,094	10,806,821
Supplies and other	43,067,660	42,180,022
Medicaid enhancement tax	6,686,402	5,859,067
Depreciation	9,176,146	7,792,550
Interest	682,063	777,078
<b>Total expenses</b>	<b>179,196,965</b>	<b>155,648,346</b>
<b>Operating income</b>	<b>7,322,076</b>	<b>15,991,522</b>

- ▲ Patient service revenues increased \$23.7M (15.6%) as volumes returned.
- ▲ Refundable advances (PPP loan forgiveness) declined as all PPP loans have been forgiven in 2021 and in 2022 UCVH inherited the PPP2 loan as part of the merger of Indian Stream Health Center.
- ▲ Salaries, wages, and fringe benefits increased \$11.8M (13.3%). Key factors contributing to the increase:
  - Socially responsible minimum wage of \$17/hour impacting 1/3 of workforce
  - Annual wage increases averaging between 2-3%
  - Market review and adjustments for all other staff
  - Recruitment and retention plan for hard-to-fill positions including commencement bonuses, retention bonuses, relocation bonuses and education assistance
  - Health insurance renewal at 9% with no premium increase for staff.
- ▲ Contract labor increased \$8.8M as a direct result of staffing shortages experienced throughout the System.
- ▲ Total operating expenses increase \$23.5M (15.1%) in line with the increase in patient service revenue.



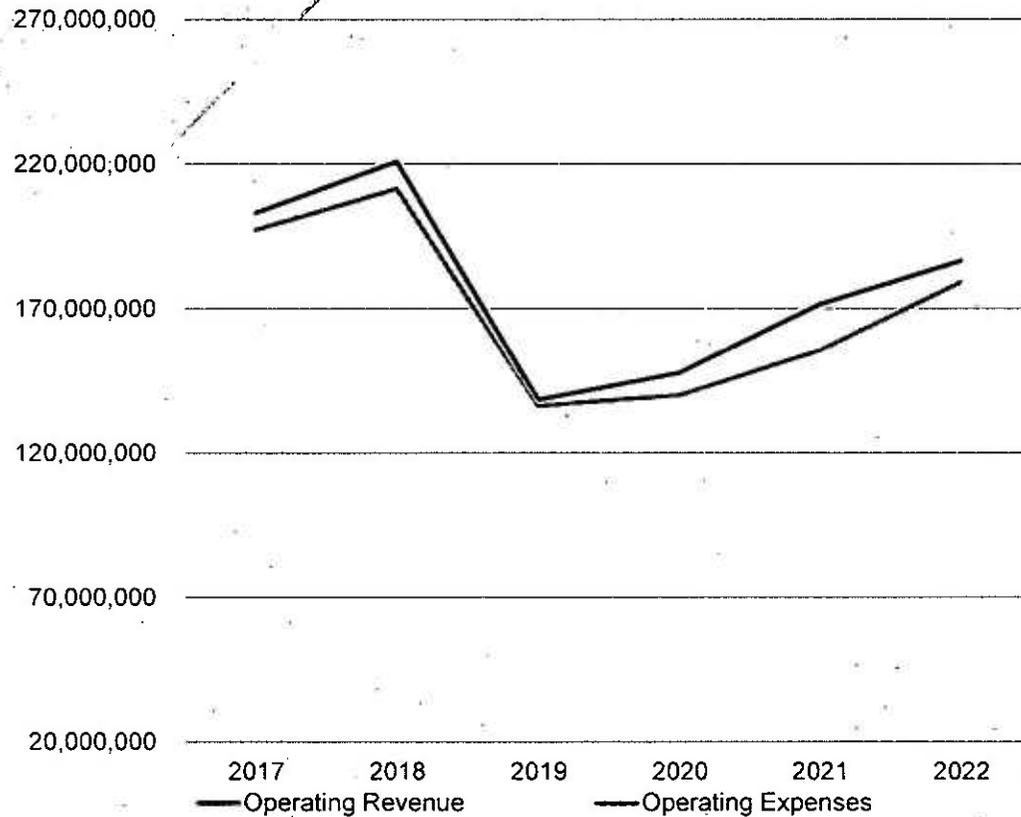
## Consolidated Statement of operations – nonoperating

	2022	2021
(Losses) income from investments, net	(10,348,646)	9,382,172
Unrestricted gifts, net of expenses	(180,345)	(120,851)
Community benefit and contribution expense	(694,365)	(586,325)
Contribution received in the acquisition of Indian Stream Health Center, Inc.	1,719,370	
Other nonoperating (losses) gains	(149,911)	1,044,770
<b>Nonoperating (losses) gains, net</b>	<b>(9,653,897)</b>	<b>9,719,766</b>
(Deficiency) excess of revenues, gains, and other support over expenses and nonoperating gains (losses) and (decrease) increase in net assets without donor restriction	<b>\$ (2,331,821)</b>	<b>\$ 25,711,288</b>

- ✦ The investment portfolio declined significantly at the end of 2022 resulting in \$10.3M loss.
- ✦ The Indian Stream merger with UCVH is accounted for as a contribution of the net assets of that entity and as such has been accounted for in the statement of operations.
- ✦ Overall there was a change (decrease) between last year's increase in assets without donor restriction of (\$28M).



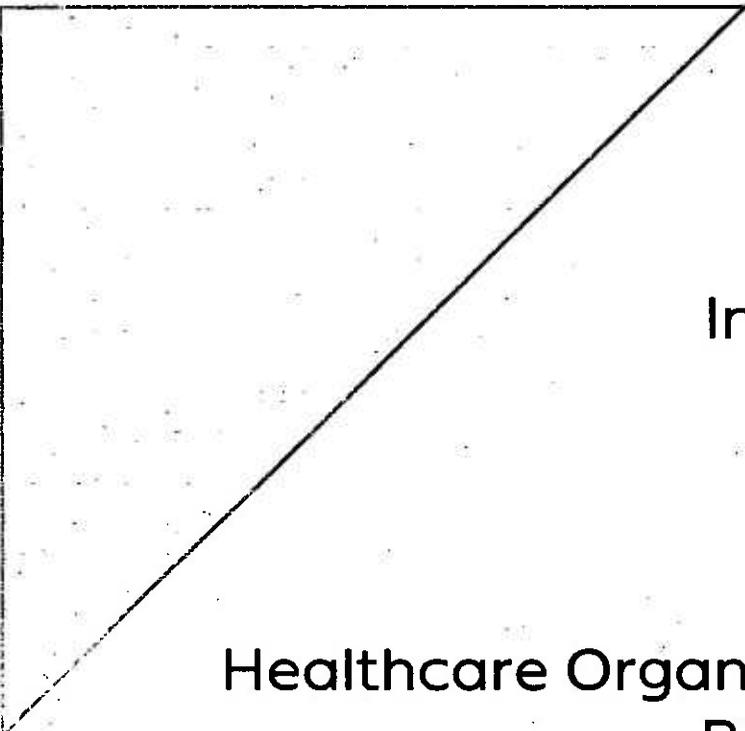
# Revenue and Expenses (note the Littleton Hospital disaffiliation was effective 9/30/19)



## Kaufman Hall National Hospital Flash Report

- 2022 Total Expenses increased **8%** from 2021 and increased **19%** from 2019
- 2022 Labor Expenses increased **10%** from 2021 and increased **22%** from 2019
- 2022 Purchased Service Expenses increased **5%** from 2021 and increased **17%** from 2019
- 2022 Labor Expense per adjusted discharge increased **8%** from 2021 and increased **29%** from 2019
- September 2022 data, compared to 2021, and 2019 for pre-COVID considerations.



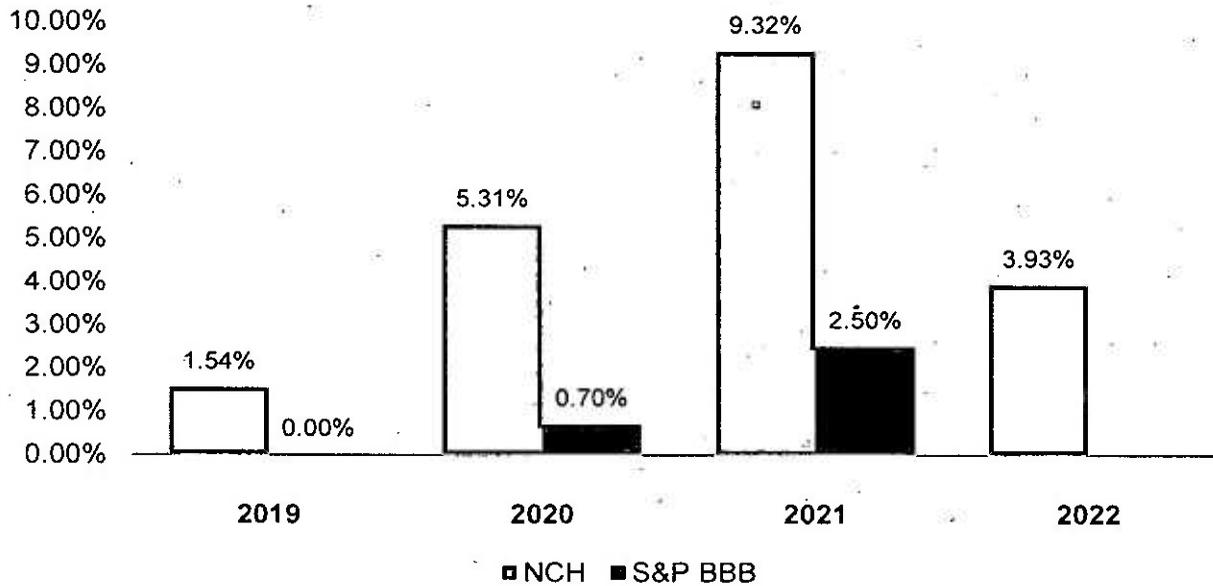


## Industry Comparisons and Trends

NCH Consolidated  
and  
Healthcare Organizations with Standard & Poors (S&P)  
BBB rated bond issues



# Operating Margin



## Kaufman Hall Hospital Flash Report

- ▲ Northeast: 2022 Operating Margin decreased 34% from 2021 and decreased 24% from 2019
- ▲ National: 2022 Operating Margin decreased 46% from 2021 and decreased 34% from 2019
- ▲ September 2022 data, compared to 2021, and 2019 for pre-COVID considerations.

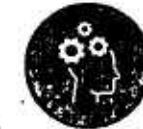
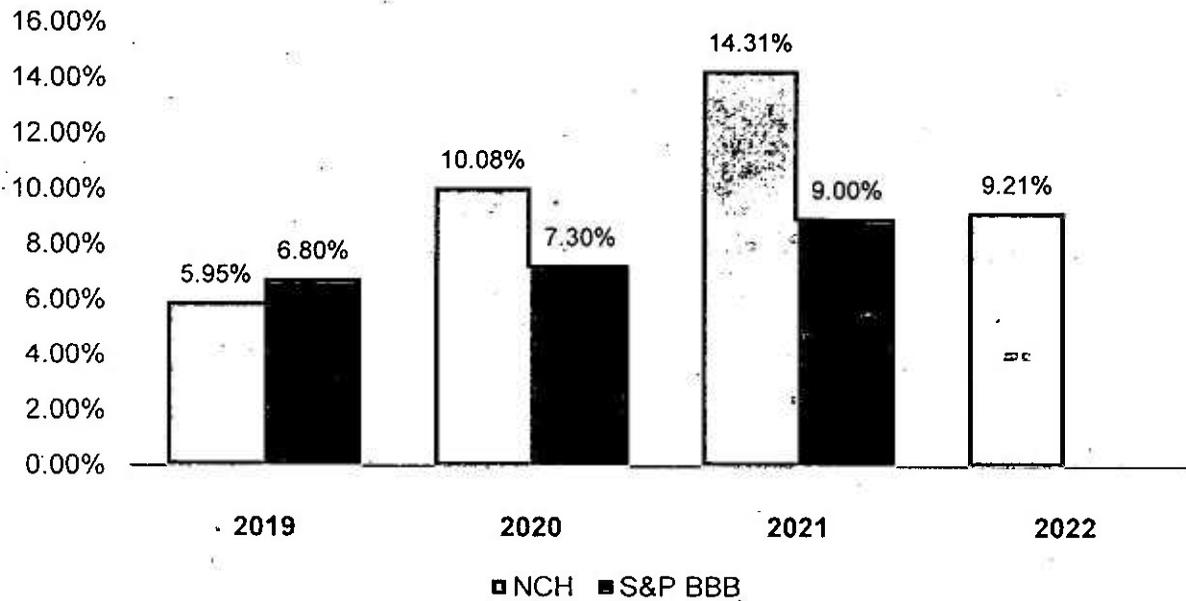
**Desired Trend:** Up

**Definition:** The percentage of operating revenue realized as net income

**Calculation:**  $(\text{Operating margin} / \text{operating revenue}) \times 100$



# Operating EBIDA Margin



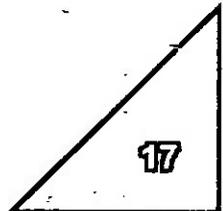
## Kaufman Hall Hospital Flash Report

- ▲ Northeast: 2022 EBIDA Margin decreased 26% from 2021 and decreased 15% from 2019
- ▲ National: 2022 EBIDA Margin decreased 34% from 2021 and decreased 26% from 2019
- ▲ September 2022 data, compared to 2021, and 2019 for pre-COVID considerations.

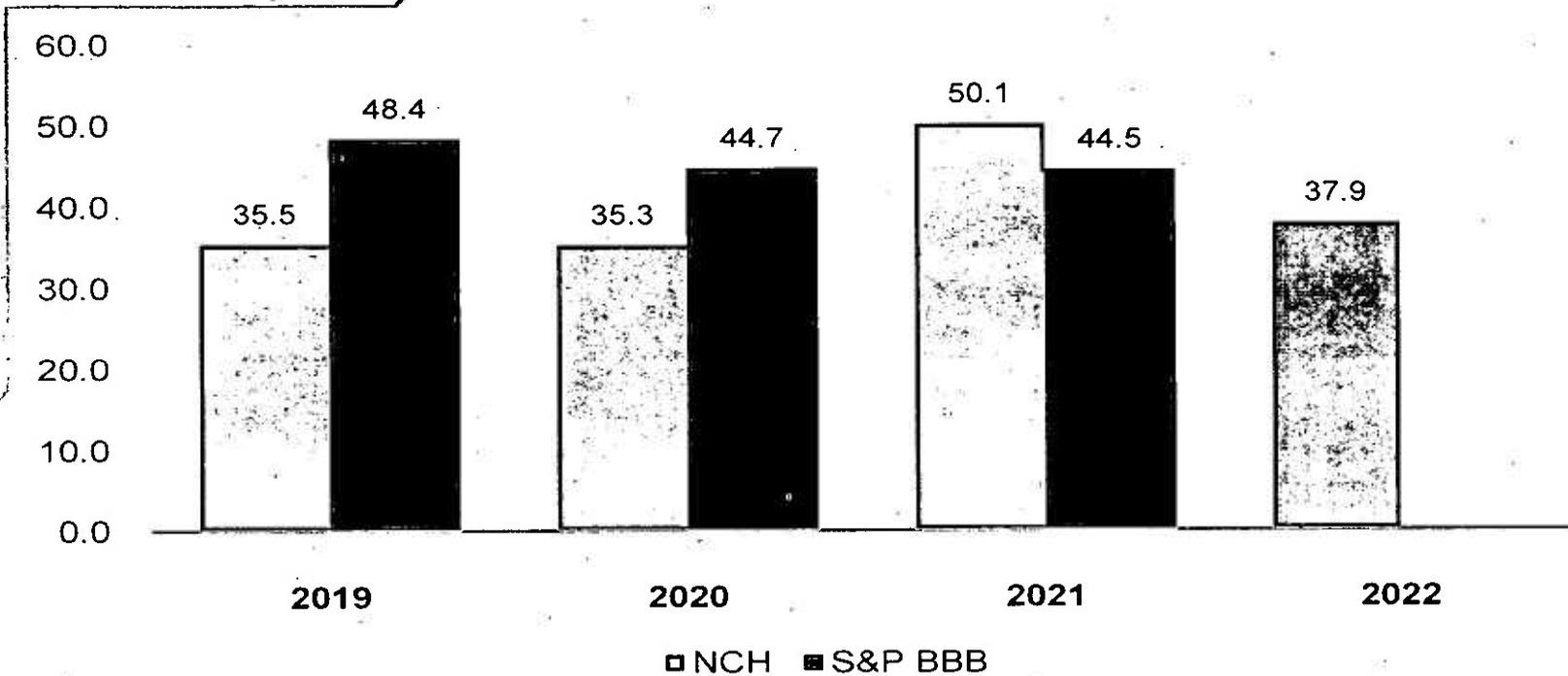
**Desired Trend:** Up

**Definition:** The percentage of total revenue realized as net income, excluding depreciation and amortization and interest expenses

**Calculation:**  $((\text{Operating margin} + \text{depreciation and amortization} + \text{interest expense}) / \text{operating revenue}) \times 100$



## Days in Net AR



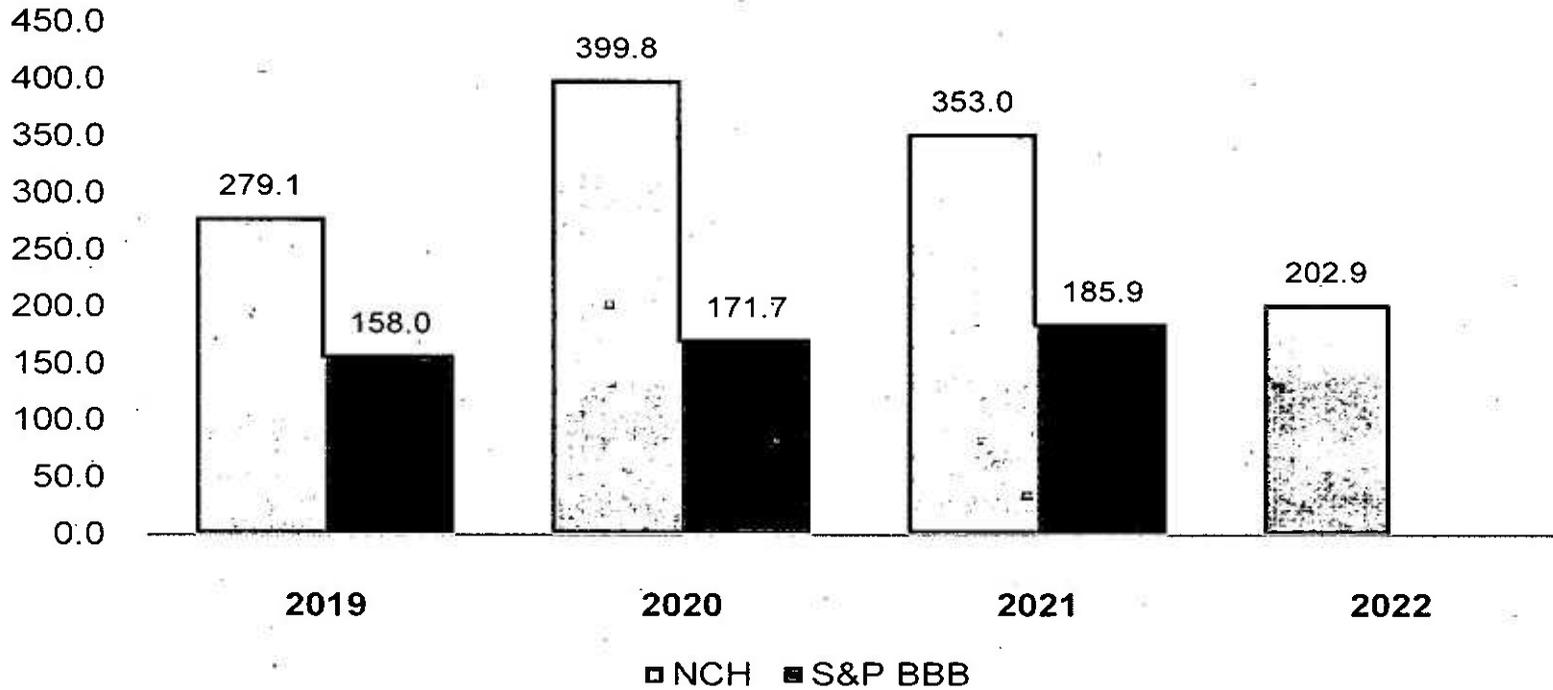
Desired Trend: Down

Definition: The average collection period for accounts receivable

Calculation:  $(\text{Net patient accounts receivable} / \text{net patient service revenue}) / \# \text{ of days in year}$



## Days Cash – All Sources



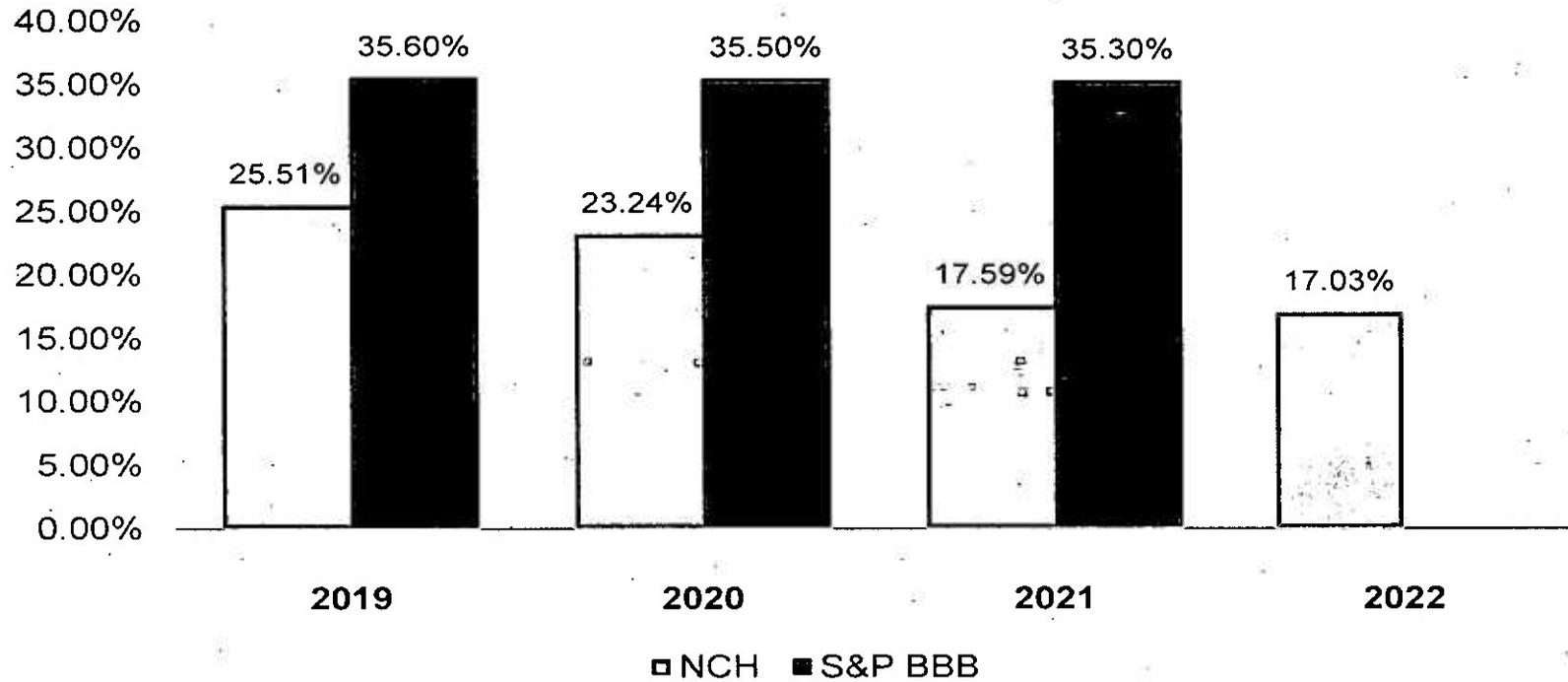
**Desired Trend:** Up

**Definition:** The number of days an organization could meet to cover its accounts payable expenses

**Calculation:**  $(\text{Cash} + \text{current portion of investments} + \text{unrestricted long-term investments}) / (\text{total expenses} - \text{total current depreciation and amortization}) / \# \text{ of days in year}$



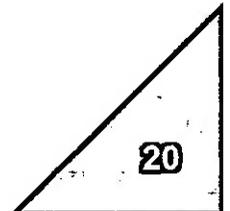
## Long-term Debt to Capital



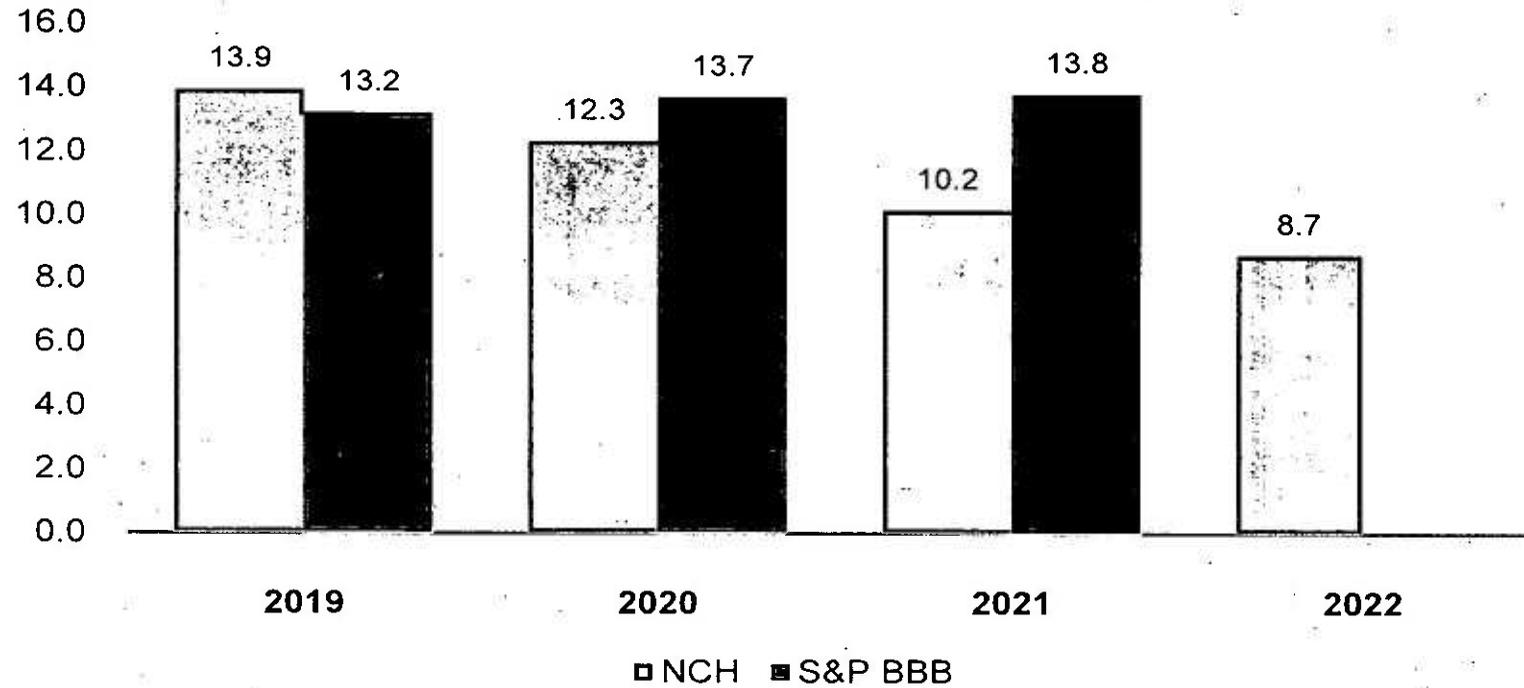
**Desired Trend:** Down

**Definition:** The proportion of an organization's capital or equity leveraged with debt

**Calculation:** Long-term debt / (long-term debt + net assets)



## Average Age of Plant



**Desired Trend:** Down

**Definition:** The average age of a hospital's fixed assts

**Calculation:** Accumulated depreciation / total current depreciation and amortization



# Opportunity for Executive Session and Questions

**Jeffrey Walla**

Principal

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603.518.2643

**Dimitri Panacopoulos**

Principal

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**Mike Regan**

Manager

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207.523.8682



*This report/communication is intended solely for the information and use of the Board of Directors/Trustees and its committees and management of the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.*

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**Weeks Medical Center  
Board of Directors and Officers – 2023**

<b>Name</b>	<b>Email</b>	<b>Address</b>	<b>Phone</b>	<b>Office</b>
Ruby Berryman <a href="mailto:rubbyberryman@gmail.com">rubbyberryman@gmail.com</a>		41 Middle Street Lancaster, NH 03584	603-631-3608	Treasurer
Denise Brisson <a href="mailto:brissongore@gmail.com">brissongore@gmail.com</a>		68 Gore Road Lancaster, NH 03584	603-631-2203	
Scott Burns <a href="mailto:sburnsz9000@gmail.com">sburnsz9000@gmail.com</a>		POB 10 Whitefield, NH 03598	603-837-9000	
Charlie Cotton <a href="mailto:charliepersons@gmail.com">charliepersons@gmail.com</a>		151 Reed Road Lancaster, NH 03584	603-788-4140 603-631-0161	Secretary
Dennis Couture <a href="mailto:baileyfn@ncia.net">baileyfn@ncia.net</a>		210 Main Street Lancaster, NH 03584	603-788-3381	Vice Chair
Sarah Desrochers <a href="mailto:Sdesrochers415@gmail.com">Sdesrochers415@gmail.com</a>		325 Valley Vista Sugar Hill, NH 03586	603-631-0179	
Bill Everleth <a href="mailto:weverleth@ne.rr.com">weverleth@ne.rr.com</a>		199 Brown Road Groveton, NH 03582	603-636-5041 Home 603-915-1022 Cell	Member-At-Large
Stanley Holz <a href="mailto:saholz@icloud.com">saholz@icloud.com</a>		117 Jefferson Road Whitefield, NH 03598	603.837-9194 603-991-7799 Cell	Interim Chair
Frances LaDuke <a href="mailto:Francesladuke80@gmail.com">Francesladuke80@gmail.com</a>		56 Summit Drive, Apt. 201 Whitefield, NH 03598	603-837-3564	
Sharon Kopp <a href="mailto:Sharonkopp.sk@gmail.com">Sharonkopp.sk@gmail.com</a>		267 Garland Road Lancaster, NH 03584	603-723-3457	
Edward J. Samson III <a href="mailto:Edsam3@msn.com">Edsam3@msn.com</a> <a href="mailto:policechief@whitefieldnh.org">policechief@whitefieldnh.org</a>		40 Sarah's Pride Road Whitefield, NH 03598	603-229-7405	
Timothy M. Connolly <a href="mailto:tim.connolly@bnh.bank">tim.connolly@bnh.bank</a>		PO Box 136 Bethlehem, NH 03574	603-991-1299	
Michael Lee <a href="mailto:Michael.Lee@weeksmedical.org">Michael.Lee@weeksmedical.org</a>		504 Littleton Road Whitefield, NH 03598	518-354-0076 Cell	President/CEO
Mark Morgan <a href="mailto:Mark.Morgan@weeksmedical.org">Mark.Morgan@weeksmedical.org</a>		147 Boynton Avenue St. Johnsbury, VT 05819	603-788-4911 Work	CMO
Amber Schmidt <a href="mailto:Amber.Schmidt@northcountryhealth.org">Amber.Schmidt@northcountryhealth.org</a>		34 High Street Lancaster, NH 03584	603-788-4911 Work	President, Medical Staff

**LISA M. ROMPREY**  
**273 DODGE ROAD**  
**BATH, NH 03740**  
**(603) 616-9772**

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**QUALIFICATIONS/JOB SKILLS**

- Valuable assessment, planning, linking, monitoring and advocacy skills
- Strong organization skills
- Highly motivated, enthusiastic, trustworthy, and responsible
- Dedicated team player with strong interpersonal and communication skills
- Engages in projects with confidence and assurance
- Extensive computer experience

**PROFESSIONAL ACCOMPLISHMENTS**

- 2022-Present **MANAGER for Behavioral Health & North Country Recovery Center, Weeks Medical Center, all locations.**
- Responsible for managing behavioral health and substance use programs clinical and non-clinical support staff, daily operations, budget, hiring, as well as duties listed below as case manager and recovery coach.
- 2019-2022 **CASE MANAGER, RECOVERY COACH for North Country Recovery Center & Doorway Programs, Weeks Medical Center, Littleton, NH location.**
- Responsibilities include patient advocacy in obtaining needed resources, patient counseling and support for those with substance use disorders.
- 2003-2019 **MANAGER for McIntyre School Apartments, Whitefield, NH and HOUSING AND URBAN DEVELOPMENT (HUD) PROGRAM COORDINATOR for Crotched Mountain Residential Services.**
- Responsible for supervision of HUD staff at five locations in NH, ME, and NH. HUD budget oversight for all properties. Assist with tenant and applicant compliant resolutions. Duties listed below under Manager as well.
- 2001-2003 **MANAGER for McIntyre School Apartments, Whitefield, NH and TEAM COORDINATOR for Crotched Mountain Community Care, and Littleton District Office.**
- Initiated private CFI Case Management program, secured staff, collaborated with DHHS Littleton DO in transition of services. Coordinated home based service referrals and monitored/updated care plans. Manager's duties same as listed below.
- 1996-2001 **MANAGER and SERVICE COORDINATOR for McIntyre School Apartments, Whitefield, NH Sponsored by Crotched Mountain Foundation, Greenfield, N.H.**
- Management of 24-unit HUD subsidized property. Supervision of Maintenance personnel and contracted service providers, provision of Service Coordination for tenants. Establishment of in-house programs for tenants, marketing, and activities.
- 1994-1996 **COMMUNITY SUPPORT SERVICES TEAM LEADER, White Mountain Mental Health and Developmental Services, Littleton, NH**
- Supervision and coordination for four community-based support service programs: Case Management, Housing, Benefits, and Family Support. Provided direct staff supervision, education related state regulatory changes and agency policy updates.

# Laurie Collins

PO Box 465 Colebrook, NH 03576 ■ 603-915-1392 (C) ■ laurie.collins@northcountryhealth.org

## ***Education***

**WHITE MOUNTAIN COMMUNITY COLLEGE, Littleton NH**

2017-2018

White Mountain Community College

*Medical Assistant Program*

**PLYMOUTH STATE UNIVERSITY, Plymouth NH**

2012-2013

*Master of Education Curriculum and Instruction with a Concentration in K-12 Education*

**GRANITE STATE COLLEGE, Concord NH**

2009-2011

*Advanced Endorsements*

Learning Disabilities

Emotional Behavioral Disorders

Intellectual and Developmental Disabilities

Certification for Early Childhood Special Education

**OFFICE OF EDUCATION PROGRAMS, Concord NH**

2007-2008

*Special Education Teacher Training (SETT) Program*

**GRANITE STATE COLLEGE, Concord NH**

2007

*Bachelors in Child and Family Studies*

Summa Cum Laude

**HESSER COLLEGE, Manchester NH**

1995

*Associates In Criminal Justice*

Magna Cum Laude

Phi Theta Kappa Honor Society

## ***Experience***

**Weeks Medical Center, Lancaster, NH**

**Assistant Practice Manager**

**Doorway At Androscoggin Valley Hospital**

*December 2022- Current*

Work full time and is responsible for clinical quality, oversight, coordination, and standardization of the MAT and Behavioral Health Teams.

- Conduct and record as assigned, face-to-face interviews with collateral and networking contacts, maintaining correspondence and case records in accordance with agency and regulatory standards and requirements
- Participate in inter- and intra-agency planning and service coordination to improve and enhance service continuity and effectiveness
- Medication monitoring in the community, where and when relevant and approved by medical staff, and documenting all relevant information.
- Participate in regular interdisciplinary staff meetings and provide reports as assigned
- Possess knowledge of consumer rights, confidentiality laws and related policy and procedure
- Document and chart professionally
- Maintain effective community and interagency relations

**Indian Stream Health Center, Colebrook, NH**

**Behavioral Health Case Manager**

*June 2016-November 2017*

- Perform appropriate interviews and case management assessments
- Identify related client specific plans, goals and methodology
- Develop and facilitate client specific services
- Monitor in various community based settings while working with a wide range of ages, and with individuals, groups and families, from diverse backgrounds and cultural orientations
- Conduct and record as assigned, face-to-face interviews with collateral and networking contacts, maintaining correspondence and case records in accordance with agency and regulatory standards and requirements
- Participate in inter- and intra-agency planning and service coordination to improve and enhance service continuity and effectiveness
- Medication monitoring in the community, where and when relevant and approved by medical staff, and documenting all relevant information
- Participate in regular interdisciplinary staff meetings and provide reports as assigned
- Possess knowledge of consumer rights, confidentiality laws and related policy and procedure
- Document and chart professionally
- Maintain effective community and interagency relations

**Colebrook Elementary School, Colebrook, NH**

**Pre-School Teacher/Special Educator/Case Manager**

· Certified General Special Education Teacher  
*References furnished upon request*

# SANDY POULIN

1625 Main Street Berlin, NH 03570 • 603-723-0864

fourwildhorses@yahoo.com

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## EXPERIENCE

### AUG 2021-PRESENT

MEDICAL ASSISTANT, WEEKS MEDICAL CENTER

Preliminary exams, medications list. Wound care, podiatry care, removal of stitches.

### MAY 2021-AUG 2021

MEDICAL ASSISTANT, MEMORIAL HOSPITAL (MAINE HEALTH)

Preliminary exams upon doctors' arrival. Overview of medications. Chief complaint of pt.

### JULY 2019- MAY 2021.

WELCOME CENTER REP, ANDROSCOGGIN VALLEY HOSPITAL

Answering Phone calls and transferring to correct department. Sort through mail for the departments.

### DECEMBER 2016 - JUNE 2019

LNA/MNA, COOS COUNTY NURSING HOME

Daily tasks included assisting residents in personal care and physiotherapy. Documenting patient care for shift covered. MNA position includes providing patients with the correct medications and dosage. Other tasks include taking blood pressures, pulse rates, and temperatures.

## EDUCATION

### SEPTEMBER 2019- MAY 2021

MEDICAL ASSISTANT, WHITE MOUNTAINS COMMUNITY COLLEGE

### JUNE 2016

MNA, COOS COUNTY NURSING HOME

This course was offered through my employer. This course a total of 8 weeks, twice a week. Through out this course, different medications were covered and the benefits they could provide for patients.

- CPR certified
- Hard working
- BLS Certified
- Med Tech License (#003442; Exp.4-30-23)
- Always arrive to work on time
- Competent with computers
- Able to manage time to ensure tasks are completed for my shift.

7/19/22, 1:39 PM

Chart Prep MA/CMA/LNA

Nicole Oselette



Weeks Medical Center

Weeks Medical Center

Chart Prep MA/CMA/LNA

### Chart Prep MA/CMA/LNA

First Name xxxxx  
 Middle Name xxxxx  
 Last Name xxxxx  
 Position Name Chart Prep MA/CMA/LNA  
 Department Name RHC-LANCASTER  
 Facility Name Weeks Medical Center  
 Manager Name xxxxx  
 Hire Date xxxxx  
 Employee Number xxxxx  
 Status Change Date xxxxx

### Position Summary

The chart prep clinical staff member is responsible for the preloading of patient information and reconciling what is in the chart to ensure it is correct. This staff member may also be called upon to room patients when doing so they will work under the supervision of the provider, to ensure that quality care is provided to adult and pediatric patients.

### Accountability

The medical assistant is accountable to the providers as well as the Team Leader and Director of Practice Operations.

### Interrelationships

Works closely with medical staff, clinical staff, and support staff of Weeks Medical Center.

### Qualifications

- Graduate from an accredited school of medical assisting/License Nurses Assistant
- Knowledge of new trends and techniques in medical assisting
- Current BLS certification
- Certified or Registered Medical Assistant preferred. Non-Certified Medical Assistants are required to sit for a yearly certification exam until certified
- Previous experience preferred

### Age of Population Served and Age-Specific Technology

### Physical Demands

- Physical Activities
  - o Sitting - Frequently (2.5 to 5.5 hr/day)
  - o Stationary Standing - Occasionally (.5 to 2.5 hr/day)
  - o Walking - Frequently (2.5 to 5.5 hr/day)
  - o Ability to be mobile - Continually (5.5 to 8 hrs/day)
  - o Crouching (bend at knee) - Occasionally (.5 to 2.5 hr/day)
  - o Kneeling/Crawling - Rarely (less than .5 hr/day)
  - o Stooping (bend at waist) - Frequently (2.5 to 5.5 hr/day)
  - o Twisting (knees/waist/neck) - Continually (5.5 to 8 hrs/day)
  - o Climbing - Rarely (less than .5 hr/day)
  - o Balancing - Occasionally (.5 to 2.5 hr/day)

7/19/22, 1:39 PM

Chart Prep MA/CMA/LNA

- o Reaching overhead - Occasionally (.5 to 2.5 hr/day)
- o Reaching extension - Frequently (2.5 to 5.5 hr/day)
- o Grasping - Continually (5.5 to 8 hrs/day)
- o Pinching - Continually (5.5 to 8 hrs/day)
- o Repetitive hand/wrist motion (i.e. keyboarding) - Continually (5.5 to 8 hrs/day)
- o Pushing/Pulling: - Rarely (less than .5 hr/day) -- Typical 100#; Maximum 300#
- o Lifting/Carrying: - Frequently (2.5 to 5.5 hr/day) -- Typical 20#; Rarely (less than .5 hr/day) -- Maximum 50#
- **Other Physical Activities**
  - o **Sensory Activities**
    - Talking to person - Continually (5.5 to 8 hrs/day)
    - Talking on telephone - Frequently (2.5 to 5.5 hr/day)
    - Hearing in person - Continually (5.5 to 8 hrs/day)
    - Hearing on telephone - Frequently (2.5 to 5.5 hr/day)
    - Vision for close work - Continually (5.5 to 8 hrs/day)
  - o **Other Sensory Requirements**
- **Environmental Conditions**
  - o This position may involve exposure to blood, body fluids or tissues

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## Service Excellence Criteria

1. **Make a positive first impression.** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. **Treat others as guests.** Act as a host and greet others as you would welcome a good friend.
3. **Be an effective communicator.** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the “Commitment to My Co-Workers”.
4. **Practice service recovery skills.** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. **Be professional in image and appearance.** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center’s dress code policy. Also, act as a role model for the Medical Center’s Code of Conduct.
6. **Practice teamwork.** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. **Project a positive attitude.** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. **Strive for excellence in all endeavors.** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

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## Essential Functions of the Job

1. Required skills and competencies. Has competency checklist been completed with all competencies met (i.e. job skills / knowledge, equipment knowledge)?
2. Accurately Reconcile/Update Current Medication list, Medical History, Surgical History, and other pertinent information using Ecw and other medical record sources staying within their scope of practice.
3. Maintains confidential records of vital statistics and other pertinent data in the electronic medical record.
4. Notifies clients of diagnostic test results in a timely manner as instructed by the provider.
5. Ensures patients receive timely follow up care as requested by the provider.
6. Sets patient recalls and alerts in the electronic medical record per established protocols.
7. Communicates effectively with staff, patients and families.
8. Employs established safety and infection control principles.
9. Works effectively as a member of a team which may include responsibility for scheduling, sending recall notices, and prescription refills per provider orders.
10. Meets standards, skills and competencies of Weeks Medical Center Office.
11. Performs phlebotomy and EKG’s at the request of a provider.
12. Rooms patients in a timely manner, recording vital signs, weight, BMI, chief complaint, etc. in the electronic medical record for the providers review.
13. Utilizes principles of teaching/learning to ensure client understanding of health per provider instructions.
14. Coordinates care within the office team, interacts in a professional manner, communicates directly, and understands scope of practice for self and others.
15. Is cross-trained to work in multiple practices and specialties.
16. Effectively assist with one or more provider practices.
17. Schedules routine and acute appointments to maximize provider time
18. Runs reports as needed from the electronic medical record.
19. Sends patient recall notices and other correspondence.
20. Provides patients with patient educational materials at the request of a provider.
21. Ensures that all supplies and services are appropriately charged.
22. Responds to patient telephone inquiries at the direction of the provider.
23. Is trained to cover additional duties related to the electronic medical record such as the fax inbox, prescription line etc.
24. Upon successful completion of training is utilized as a trainer for new employees.
25. Being present and prepared to begin work at assigned time each day is an essential function to this position.
26. Assumes other duties as assigned.

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## General Categories

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1. **Attendance:** Does not exceed eight unplanned absences in a 12-month period. Does not exceed eight episodes of tardiness.
  - Exceeds = 0 absences
  - Meets = 1-4 absences
  - Needs Improvement = 5-8 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. **Organizational Policies and Procedures:** Follows organizational policies and procedures.
  - Employees' Guide to Personnel Policies and Procedures
  - Use of telephone system
  - Rules of Conduct
  - Code of Professional Conduct
  - Confidentiality Policy
4. **Participation:** Actively participates in departmental and organizational committees and activities.
5. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. **Self-development:** Maintains required certifications for job; **AND** completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
  - Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
  - Meets = Maintains required skill certification(s) for job no later than 90 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
  - Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

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## Overall Performance Rating

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Overall Performance Rating



# CARISSA CAMPBELL

CERTIFIED MEDICAL ASSISTANT

## PROFILE

Ambitious, friendly, driven, and always eager to learn new things. Skilled in assessments, injections, and phlebotomy in clinical settings. Adaptable with strong work ethics and an ability to thrive in a team based or individually motivated settings.

## CONTACT

PHONE  
603-631-5181

988 Stark Highway,  
Stark, New Hampshire  
03582

EMAIL:  
[Carissa\\_rtrs@yahoo.com](mailto:Carissa_rtrs@yahoo.com)

## HOBBIES

Bowling  
Being with Family/Friends  
Racing  
Camping

## EDUCATION

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**GROVETON HIGH SCHOOL**  
1998 - 2002  
[HIGH SCHOOL DIPLOMA.]

**WHITE MOUNTAINS COMMUNITY COLLEGE**  
2017 - 2020  
CERTIFICATION IN HEALTH SCIENCE/MEDICAL ASSISTANT

## WORK EXPERIENCE

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### **MORRISON NUSING HOME & SARTWELL PLACE ASSISTED LIVING**

**SENIOR RESIDENTIAL AIDE**  
AUGUST 2007-JUNE 2019

Creating a quality of life for elderly residents. Assisting with daily activities of living such as, bathing, dressing, assisting with meal services, and medication supervision. On-Call services every other week/weekend, and while the administrator was on leave/vacation. Providing daily/monthly nursing notes and doing monthly RAT (Residential Assessment Tool-State Certified) Communication with patients Primary Care Providers, and transporting patient to appointments. Participating/Providing residents with physical/mental activities to keep their minds and bodies moving. Training staff, doing monthly work scheduling for staff, and finding coverage for staff that has called out.

### **Northern Human Services Community Integrator**

July 2019-2020

Providing Support to adults/or students who have Developmental Disabilities with employment and volunteering related opportunities and facilitating inclusion through social recreational activities. Focusing on supporting positive relationships, uncover a person's interest and explore community options to encourage personal growth, independence and satisfactions.

### **WEEKS MEDICAL CETHER CERTIFIED MEDICAL ASSISTANT**

2020-PRESENT

Certified Medical Assistant with the Behavioral Health Department and North Country Recovery Center /Doorway. Providing support to providers and patients. Taking Vitals, giving medications via injections under the provider's direction. Act upon provider's orders by completing venipunctures, and observing weekly/ monthly Urine Drug Analysis, ability to read drug test, Batching Labs. Documenting in the EMR, taking phone while communicating with other providers by ways of telephone encounters. Scheduling patients for appointments, Medication Prior Authorizations, along with Urine Drug Screen Prior Authorizations, and medications refill requests. Training Staff on EMR and clinical work. Ability to stay organized and complete work in a timely manner.

## SKILLS

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- Direct Patient Care & Advocacy
- Medication Management
- Phone Adequate
- Providing customer/Patient support
- Office Reception
- Electronic Medical Records
- Basic Life Support Certified
- 
- MOAB Certified

- Preceptor Certified
- Supervisor/Management
- Community Outreach Techniques
- Community Safety Initiatives

## Selena Marquis

PO Box 571

W. Stewartstown. NH 03597

(603) 331-5693

### EDUCATION

*Bachelor of Science* in Human Services, BS  
Certified Recover Support Worker, CRSW  
Licensed Alcohol Drug Counselor, LADC

### EXPERIENCE

#### Weeks Medical Center, Littleton NH

**Behavioral Health Case Manager, 9/26/22 to present**

#### NFI, Littleton NH

**WRAP Coordinator, 2022 to 2022**

- Provide remote/face to face support to families who struggle with behaviors of children of all ages
- Bring together a family identified team to focus on families strengths
- Plan/Coordinate/organize modules to bring people/families together
- Access/coordinate/create a range of unique services/interventions/supports tailored to family's needs
- Collaborate with NAMI peer support specialists and youth support specialists
- Graphic facilitation to review WRAP modules
- Hours & trainings completed toward WRAP certification

#### Mid-State Health Center, Plymouth, NH

**Recovery Support Specialist, 2022 to 2022**

- Phone SUD intake assessments: IOP/Relapse Prevention/IDCMP/Therapy/MAT/Peer Recovery
- Remote Groups: IOP/Relapse Prevention
- IDCMP assessments: phone intake screenings

#### Pak Solutions, LLC Lancaster, NH

**Human Resource Generalist, 2021 to 2022**

- Market jobs/interview/hire employees
- Complete orientation/termination process for each employee
- Perform payroll duties
- Assess attendance/performance of each employee
- Coordinate services around the following: health insurance/LTD/STD/Dental/L401K/life insurance
- Complete time/attendance tasks
- Coordinate services around leave of absence
- Ensure compliance of work expectations to include attendance/harassment/work performance
- Work with a management team around meeting employment goals/expectations

- Facilitating urine screenings
- Assessing patient behaviors
- Coordinate services around treatment planning implementation

Northeast Kingdom Community Action, Canaan VT

**Employment Specialist/Correctional Housing Manger/Outreach Worker/Early Head Start HV/Teen Center Manager, 2004-2009/2012-2015**

- Taught employment training groups
- Promoted employment opportunities, developed resumes, assisted with employment applications and collaborated with local employers to include support agencies such as Department of Labor & DHHS
- Developed work placement sites
- Developed and documented treatment goals as well as tracked progress
- Supervised several DOC substance treatment sites
- Implemented program structure: house searches, urine screening, safety, documentation, education
- Provided direct service support around meeting client needs/wants in the following areas: Employment, financial, physical/emotional health, childcare, parenting, relationship conflicts, stress and anger.
- Developed and maintained a teen center
- Wrote and managed grants
- Provided crisis intervention support to clients who were homeless; had no income, were in the need of food , were in a domestic violence relationship and who had no heat
- Developed and managed fundraiser events
- Coordinated services around holiday functions to include: Easter Egg hunt & Christmas gifts
- Promoted healthy living: physical/emotional wellness
- Taught educational groups focused around addiction and individual wellness

Northeast Kingdom Human Services, Newport VT

**Transitional Housing Manager/Crisis Case Manager/Home School Coordinator-2000-2002/2003-2004/2009-2012**

- Coordinated services with area support agencies, including: House of Corrections, HUD, landlords, Department of Health and Human Services, State Hospital, Cap agencies, etc.
- Attended weekly wrap-around team meetings with mental health managers, psychiatrists, team leaders, and direct service staff to include employment as well as community integrator specialists to address client needs/wants.
- Provided staff supervision
- Reinforced program compliance
- Managed budgets
- Participated in HUD audit
- Recorded and tracked program achievements
- Ensured stabilization of mentally ill clients housing
- Tracked treatment progress through treatment goal documentation
- Participated in mental wellness groups
- Assisted with completion of daily living skills
- Provided crisis intervention in home and community
- Modified students behaviors in a school setting through individual supportive counseling

- **Vehicle Repair Service Writer: schedule/estimate repair costs/review mechanic needs & wants/collaborate with sales/coordinate services with mechanics/document services provided/total mechanic profits daily**
- **WRAP: CPR/First Aide certification/NH Mental Health 1<sup>st</sup> Aid Certification/Cans Certification**

#### **AWARDS & COMMUNITY SERVICE**

- **Indian Stream Health Center Nancy Rouleau Customer Service Award - given for consistently delivering exceptional customer service - June 2017**
- **Community Volunteer Work in Essex and Coos County**

#### **2021 LADC Supervision:**

- **Attend weekly clinical supervision with Behavioral Health Team**
- **4000 SUD clinical hours completed**
- **Case Study Completed**
- **300 Educational Hours Completed**
- **Payment made to take the LADC BS test**

*References furnished upon request*

**Amanda L. Hegarty**

9 Moose Road  
Jefferson, NH 03583  
774-320-5284  
Gonskiamanda@yahoo.com

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**SUMMARY:**

An individual with experience in the healthcare field as well as clerical work. I have a desire to continue growing, and learning.

**CLINICAL AND ADMINISTRATIVE SKILLS:**

- Confidentiality
- Documentation/ Organization
- Customer Service/ Professionalism
- Scheduling Appointments
- Microsoft applications
- Multitasking
- Vitals
- Chart prep

**EMPLOYMENT HISTORY:**

***Inside Sales Representative***

Presby Steel, LLC

- Taking Steel orders
- Communication via email/telephone with customers
- Customer service

***Counter Clerk II***

New Hampshire State Police: Criminal Record Unit

- Fingerprinting
- Answering calls/emails
- Status updates

***Patient Service Representative/ Medical Assistant***

Catholic Medical Center-Wound Center

- Obtained vital signs
- Answered office phones
- Scheduled appointments
- Cleaned/sanitized exam rooms

***Certified Nursing Assistant***

Royal Cape Cod Nursing & Rehabilitation

- Monitored and recorded fluid input and output
- Answered call lights and alarms, repositioned patients as needed
- Followed infection control protocols and all safety procedures
- Efficient in a fast-paced, multi-tasking environment
- Ability to prioritize effectively to accomplish objectives

**EDUCATION:**

***Seacoast Career School***

Professional Medical Assistant

**LICENSES/CERTIFICATIONS:**

- *Certified Medical Assistant, NHA* 04/2024
- *CEHRS, NHA* 04/2024

# HEIDI RICHARD

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162 Denmark St. Berlin, NH 03570 | 603.723.6800 |  
scholefieldheidi@gmail.com

## PROFESSIONAL SUMMARY

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Compassionate and accomplished human services provider and Certified Recovery Support Worker with a passion for supporting those with substance abuse problems. Ability to create, implement, and work with families to achieve independence.

## KEY QUALIFICATIONS

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- Microsoft Office | Documentation
- Hard Worker | Team Player
- Flexible & Adaptable
- Communication, Written & Verbal
- Critical Thinking | Problem Solving
- Project Management

## EDUCATION AND CERTIFICATES

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Master of Science, Human and Social Sciences, *Walden University, Missouri, MI*

Bachelor of Science, Human Services, *Granite State College, Concord, NH*

Associate in Science, Certificate in Medical Assisting, *White Mountains Community College, Berlin NH*

Certified Recovery Support Worker | Sober Parenting Journey Facilitator | Positive Solutions

For Families Facilitator | Growing Great Kids Facilitator

## EMPLOYMENT HISTORY

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Data Coordinator/Quality Assurance, *Family Resource Center, Gorham NH, 10/2020-Present*

- Routine check of all charts
- Routine checks of EMR System
- Collect and analyze all data
- Train new staff on CFSS Process of paperwork
- Coordinate and set up Parent Cafe for the community

Family Support Specialist/CRSW, *Family Resource Center of Gorham, Gorham NH, 1/2018- 10/2020*

- Develop Family Goal Plans with the family

- Motivate parents to connect with community resources
- Motivate individuals to seek out treatment
- Coordinate care between two agencies' working with a family
- Work on the Parent Café Team

**Certified Medical Assistant, *Littleton Regional Health Care, Littleton, NH, 9/2014-9/2017***

- Collect and record Patient Vitals
- Assist Provider with Procedures
- Coordinate Care for patient between Specialist and Primary Care

**Phlebotomist, Cottage Hospital, *Woodsville NH, 2/2013-12/2013***

- Collect Patient Data and record in the Medical Record
- Collect samples and record into medical record, assign to providers

## **National Medical Services**

# **Lydia McKenzie, PMHNP**

Phoenix, AZ 85043

lydiamckenzie3@gmail.com 309-453-9318

- Obtain a full-time position as a Psychiatric Mental Health Nurse Practitioner in the outpatient and/or inpatient setting.

## **Work Experience**

### **Psychiatric Nurse Practitioner**

Weeks Medical Center, Lancaster, NH

2018 to Present

Provides consultation-liaison services for patients suffering from both psychiatric and medical disorders; care, and treatment of mental illness, such as depression, anxiety disorders, substance abuse, and schizophrenia; medications, and psychotherapy. Provides medication, counseling and customized care plans for patients actively seeking to end their opioid dependence.

### **Specialist in Poison Information**

Banner Poison and Drug Information Center - Phoenix, AZ

January 2014 to 2018

Manage poison and drug exposure calls from the public and health care facilities by telephone. Recommend treatment modalities to physicians and nurses based upon reported history, physical assessment, vital signs and laboratory results. Determine criteria for medical clearance for Emergency Department and hospitalized patients. Also receive intake calls for occupational health post-exposure prophylaxis as well as calls for the Health Department disease reporting line and assisting with calls on current public health issues. Critical thinking and autonomy in decision-making is expected. Protocols are not used.

### **Adjunct Faculty**

Phoenix College School of Nursing - Phoenix, AZ

August 2013 to May 2015

Adjunct faculty for associate degree nursing program, working primarily with senior nursing students in the ICU setting, skills lab and simulation hospital.

### **Staff nurse**

Banner Good Samaritan Medical Center - Phoenix, AZ

Jan 2011 to Jan 2014

in Level 1 Trauma Center teaching facility. Primary care, assessment and evaluation of adult critical care patients in the medical/surgical, neurological, cardiovascular and trauma intensive care setting. Provided relief staffing for the ICU SWAT position as an expert critical care nurse, including troubleshooting of lines and equipment, post-cardiac arrest hypothermia protocol, RN leader of Rapid Response Team, IV insertion using ultrasound, external jugular IV insertion and difficult IV insertions in both the ICU and medical/surgical floor.

### **Travel nurse**

Fastaff Travel Nursing - Greenwood Village, CO

Jan 2003 to Oct 2010

in both emergency and critical care. Diverse settings including small rural critical access hospitals to large urban tertiary care facilities across the United States. Worked in all ICU specialty units including Burn ICU. Provided high-level care with a minimum of orientation time and limited familiarity with equipment.

### **Staff nurse**

**Scott Parent, BS, LADC, CCS (State of Maine)**

**29 Biron Avenue, Lewiston, ME 04240**

**Cell: (207) 572-2995**

**scottparent3683@yahoo.com**

**OBJECTIVE:**

**To obtain a full time position treating people negatively impacted by Substance Use/ Co-Occurring Disorders, by assisting them in developing healthier skills and supports they can use to improve their stability, functioning and lives.**

**EXPERIENCE:**

**Weeks Medical Center**

**173 Middle Street, Lancaster, NH 03584**

**July 2019 - Present**

**LADC - Substance Abuse Program medicated assistend treatment program.**

**Position responsibilities include:**

**\*Providing Treatment for Opioid and Other Substance Use Disorder Patients in the North Country Recovery Center and NH Doorway Programs.**

**\*Completing Bio-Psycho Social Assessment to determine appropriateness for Patients seeking admission to the medicated assistend treatment program.**

**\*Providing Motivational Interviewing, Person Centered and Behavioral Techniques for patients receiving Individual, Group services.**

**\*Collaborating as part of the care team to provide services in the Suboxone Program.**

**\*Providing Comprehensive Patient Care through Coordinating with Internal/ External providers, supports and resources.**

**Scott Parent, BS, LADC, CCS**  
**29 Biron Avenue, Lewiston, ME 04240**  
**Cell: (207) 572-2995**  
**scottparent3693@yahoo.com**

**EXPERIENCE:**

**Acadia Health Care -- Discovery House**

**400 Western Avenue, South Portland, ME 04106**

**August 2016 – March 2019**

**LADC – Lead Substance Abuse Counselor (Suboxone Program)**

**Position responsibilities include:**

**\*Providing Treatment for Opioid and Other Substance Use Disorder Patients in the Methadone Maintenance & Suboxone Opioid Health Home programs.**

**\*Completing Bio-Psycho Social Assessment to determine appropriateness for Patients seeking admission to the Suboxone/ Methadone MAT programs.**

**\*Providing Motivational Interviewing, Person Centered and Behavioral Techniques for patients receiving Individual, Group and/ or IOP services.**

**\*Collaborating as part of the care team to provide services in the Suboxone Program and in development of the Opioid Health Homes Program.**

**\*Providing Comprehensive Patient Care through Coordinating with Internal/ External providers, supports and resources.**

**Scott Parent, BS, LADC, CCS**

**29 Biron Avenue, Lewiston, ME 04240**

**Cell: (207) 572-2995**

**EXPERIENCE:**

**Aroostook Mental Health Center**

**PO Box 1018, Caribou, ME 04738**

**January 1999 - September 2012**

**LADC - Substance Use Disorder / Community Integration Counselor**

**Position responsibilities included:**

**\*Providing Assessment and Treatment for clients in the Suboxone clinic to assist them in addressing their Co-Occurring needs.**

**\*Utilizing Motivational Interviewing, 12 Step, Strengths based and Behavioral approaches to assist clients to meet their identified treatment and recovery goals.**

**\*Providing Treatment through use of Individual, Group & IOP services.**

**\*Providing DEEP Assessments and Substance Disorder Treatment to address identified problems and meet DEEP Treatment requirements.**

**\*Providing Community Support Services to assist clients with Chronic/ Severe Mental Illness to improve their functioning at home, work and in the community.**

**\*Completing and Maintaining accurate clinical records and documentation.**

**\*Completing Emergency Services Evaluations and Crisis Stabilization Services for clients experiencing acute Mental Health Crisis.**

L O R I M O R A N N

T: 603 915-0018 E: [LEMORANN@GMAIL.COM](mailto:LEMORANN@GMAIL.COM)

## PROFESSIONAL SUMMARY

Administrator with a demonstrated history of leadership in community health. Skilled in critical thinking, governance, grant writing, grant administration, fiscal and facility management.

## PROFESSIONAL EXPERIENCE

### RECENT PROFESSIONAL EXPERIENCE

**Weeks Medical Center • Lancaster, NH • March 2022 to present**

**Grant Administrator; Quality Coordinator** – *Grant Administration to include writing, correspondence, and reporting; Quality Coordination to include Risk Management, Professional Practice Evaluation, Quality Reporting,*

**ACO Administration; Community Outreach for UCVH ACO administration, Community Outreach event coordination**

**Upper Connecticut Valley Hospital • Colebrook, NH • January 2022 to March 2022**  
**Contracted Administrator** – *administrative and financial assistance in the closure of Indian Stream Health Center; assistance with transition of the facility to the Rural Health Center of Upper Connecticut Valley Hospital*

**Indian Stream Health Center • Colebrook, NH • September 2020 to December 2021**

**Practice Manager** – *Executive leadership; coordination of clinical and administrative activities of 50 staff member, \$3.5 million budgeted Federally Qualified Health Care Center; Direct supervision of administrative staff; management of Accounts Payable*

**North Country Community Recreation Center • Colebrook, NH • August 2010 to December 2020**

**Executive Director** – *Financial management, fundraising and grant writing for the \$300,000 budgeted organization; supervision of 12 staff members and 10+ volunteers to promote the organizations mission and provide quality offerings across all programs.*

**Tillotson North Country Foundation • Colebrook, NH • 2009 to present**

**Administrator** – *Part time position administering the granting activities of the Foundation*

### PRIOR PROFESSIONAL EXPERIENCE

**Upper Connecticut Valley Community Coalition • Colebrook, NH •**

**Administrative Assistant** – *Assist Executive Director in implementation of UCVCC grant writing and support programs*

**University of Virginia Medical Center - Department of Neurosurgery - Charlottesville, VA**

**Executive Secretary** – *administrative support of Department Chair, patient scheduling, clerical staff supervision*

**Weeks Medical Center FY 2024 SOR III**  
**Key Personnel**

Name	Job Title	Salary Amount Paid from this Contract
Lisa Romprey, MS, CRSW, LADC	Behavioral Health and SUD Manager	\$48,846.89
Laurie Collins, M.Ed, CMA EMT	Asst. Practice Manager Behavioral Health	\$40,289.77
Sandy Poulin, MA	Medical Assistant	\$44,966.83
Nicole Ouellette, MA	Medical Assistant	\$20,501.43
Carissa Rogers, CMA	Team Lead/Medical Assistant	\$19,033.30
Selena Marquis, BS, LDAC, CRSW,	Case Manager, LDAC	\$32,456.23
Amanda Hegarty	Patient Coordinator	\$50,416.67
Heidi Richard, MS, CRSW	Case Manager	\$53,754.65
Lydia McKenzie, DNP, PMHMP-BC	Psychiatric Nurse Practitioner	\$0
Scott Parent, LDAC, LCS	LDAC	\$0
Lori Morann	Grants Administration	\$ 3,700.73



**State of New Hampshire  
Department of Health and Human Services  
Bureau of Contracts & Procurement**

**Delivery Receipt**

**Medicaid Care Management**  

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(RFP / RFA NAME)

**RFP-2024-DMS-02-MANAG**  

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(RFP / RFA NUMBER)

	REVIEWER FULL NAME <small>(First, MI, Last)</small>	C&D FORM <small>(Confidentiality &amp; Disclosure)</small>	CONFLICT FORM
1.	<hr/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<hr/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<hr/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<hr/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<hr/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<hr/>	<input type="checkbox"/>	<input type="checkbox"/>

I \_\_\_\_\_ will be delivering RFP / RFA Proposals / Applications to the review team members identified above. I understand that I must obtain each participant's signature on the Confidentiality & Non-Disclosure Form and the Conflict of Interest Form, and instruct the participant to bring their signed forms and all proposal / application review materials with them to their review meeting.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date