



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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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May 6, 2024

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** contract with New Hampshire Alcohol and Drug Abuse Counselors Association, d/b/a New Hampshire Training Institute on Addictive Disorders (VC#170428), Concord, NH, in the amount of \$1,169,000 for the provision of a high quality competency and skills-based professional development training program that addresses the needs of New Hampshire's Alcohol and Other Drug Continuum of Care System workforce, with the option to renew for up to five (5) additional years, effective July 1, 2024, upon Governor and Council approval, through June 30, 2026. 38.41% Federal Funds. 61.59% Other Funds (Governor's Commission).

Funds are available in the following accounts for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is implementing the funding actions taken by the Governor's Commission on Alcohol and Other Drugs. On December 15, 2023, the Commission recommended and approved the funding allocation for this Agreement. The Department carries out the administrative functions of the Commission in accordance with RSA 12-J. The Contractor has provided specialized comprehensive trainings to the New Hampshire's Alcohol and Other Drug Continuum of Care System workforce since August 2020.

The purpose of this request is for the Contractor to provide a high-quality competency and skills-based professional development training program that addresses the needs of New Hampshire's Alcohol and Other Drug Continuum of Care System workforce in order to ensure that obtaining and maintaining credentialing among the workforce is realized in a timely manner without delays or unnecessary barriers.

Approximately 1,400 individuals will participate in professional development activities through June 30, 2026.

The Contractor will develop, implement, and provide in-person and virtual evidenced-based prevention, treatment and recovery support trainings as well as financial skills training and other professional development activities to the state's substance misuse continuum of care workforce. Additionally, the Contractor will identify training needs, and evaluate the trainings.

The Department will monitor services by reviewing the monthly and annual reports provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

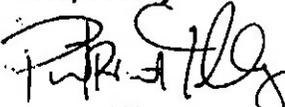
Should the Governor and Council not authorize this request, there will be fewer professional growth and learning opportunities for New Hampshire's Alcohol and Other Drug Continuum of Care System workforce, resulting in limited opportunities to increase knowledge, skills, aptitude, and experience among prevention, treatment, and recovery service providers, and delays and unnecessary barriers in obtaining and maintaining credentialing.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.959, FAIN #s T1085821 and T1087053; ALN #93.778.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Budget
2025	102-500731	Contracts for Prog Svc	92058501	\$360,000
2026	102-500731	Contracts for Prog Svc	92058501	\$360,000
			<i>Subtotal</i>	<i>\$720,000</i>

05-95-92-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PREVENTION SERVICES (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Budget
2025	102-500731	Contracts for Prog Svc	92056507	\$100,000
2026	102-500731	Contracts for Prog Svc	92056507	\$100,000
			<i>Subtotal</i>	<i>\$200,000</i>

05-95-93-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DEVELOPMENTAL SERVICES; DIV OF DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Budget
2025	102-500731	Contracts for Prog Svc	93009020	\$186,750
2026	102-500731	Contracts for Prog Svc	93009020	\$62,250
			<i>Subtotal</i>	<i>\$249,000</i>

			Total	\$1,169,000.00
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Subject: Training for Alcohol and Other Drug (AOD) Workforce (SS-2025-DBH-06-TRAIN-01)

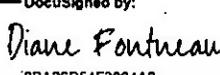
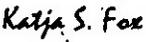
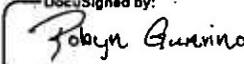
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 New Hampshire Alcohol and Drug Abuse Counselors Association, d/b/a New Hampshire Training Institute on Addictive Disorders		1.4 Contractor Address 130 Pembroke Road, Suite 150 Concord, NH 03301	
1.5 Contractor Phone Number 603-225-7060	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$1,169,000
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: 5/3/2024		1.12 Name and Title of Contractor Signatory Diane Fontneau President Board of Directors	
1.13 State Agency Signature DocuSigned by:  Date: 5/6/2024		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: 5/6/2024			
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 presentations, 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
Training for Alcohol and Other Drug (AOD) Workforce
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 on July 1, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 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 Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide competency- and skills-based professional development training program related to trauma-informed best practices, harm reduction, prevention, co-occurring mental health disorders, recovery supports, and emerging issues as well as financial skills training in order to address the needs of the Alcohol and Other Drug (AOD) Continuum of Care (CoC) workforce statewide.
- 1.2. The Contractor must administer an AOD workforce training needs survey to all AOD COC workforce providers on an annual basis to prioritize training needs.
- 1.3. The Contractor must administer a multi-component training program including, but not limited to:
 - 1.3.1. Developing a training calendar that offers a systematic approach to meeting credentialing and continuing education requirements across the AOD CoC, that includes the following training suites:
 - 1.3.1.1. Prevention;
 - 1.3.1.2. Intervention;
 - 1.3.1.3. Treatment; and
 - 1.3.1.4. Recovery.
 - 1.3.2. Planning, coordinating and providing training opportunities; both in-person and through eLearning platforms; which cover core, intermediate, and advanced levels of instruction, approved by the Department, including, but not limited to:
 - 1.3.2.1. A minimum of 83 live trainings with in-person and virtual attendance options, including a minimum of eight (8) trainings offered in the northern region of NH per state fiscal year, and including a minimum of five (5) webinars and four (4) learning module trainings offered per state fiscal year. The Contractor must ensure training topics, approved by the Department, include, but are not limited to:
 - 1.3.2.1.1. Skill building practice series.
 - 1.3.2.1.2. Targeted training for:
 - 1.3.2.1.2.1. Emerging issues, including at least eight (8) suicide prevention related topics;
 - 1.3.2.1.2.2. Evidence-based prevention, treatment and recovery strategies for

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**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce**

EXHIBIT B

Stimulant Use Disorder (StimUD), and co-occurring mental health disorders with adherence to harm reduction for youth ages 12 – 18, young adulthood ages 18 - 25 and adults including, but not limited to:

- 1.3.2.1.2.2.1. Contingency Management.
- 1.3.2.1.2.2.2. Community Reinforcement Approach.
- 1.3.2.1.2.2.3. Cognitive Behavioral Therapy.
- 1.3.2.1.2.2.4. Motivational Interviewing.
- 1.3.2.1.2.2.5. Exercise Therapy; and
- 1.3.2.1.2.2.6. Mindfulness.

- 1.3.2.1.2.3. Impact of brain injury and overdose;
- 1.3.2.1.2.4. Methamphetamine;
- 1.3.2.1.2.5. Youth mental health first aid;
- 1.3.2.1.2.6. Adult mental health first aid; and
- 1.3.2.1.2.7. Law enforcement training that includes stigma reduction and mental health first aid.

1.3.2.1.3. Other identified trainings for credentialing, licensure and certification and other evidence-based practice skills.

1.3.2.2. A minimum of two (2) 6-month finance training series composed of a minimum of two (2) in-person sessions and five (5) virtual lunch and learn sessions for contracted agencies of the Division for Behavioral Health (DBH) and Governor's Commission on Alcohol and Other Drugs (Commission) Contracted Agencies, that include, but are not limited to:

1.3.2.2.1. Understanding the contract lifecycle.

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce
EXHIBIT B**

- 1.3.2.2.2. Roles and responsibilities of the procurement process.
- 1.3.2.2.3. Budgets.
- 1.3.2.2.4. Indirect cost rates.
- 1.3.2.2.5. Budget revisions and ratio requirements.
- 1.3.2.2.6. Subrecipient monitoring.
- 1.3.2.2.7. Invoicing.
- 1.3.3. Providing participants with:
 - 1.3.3.1. Training materials;
 - 1.3.3.2. Continuous access to a library of a minimum of 50 on-demand webinars; and
 - 1.3.3.3. Approved continuing education (CE) hours as identified by the Department, applicable to the training audience and certification needs.
- 1.3.4. Ensuring training:
 - 1.3.4.1. Meets the needs of the AOD workforce as identified in the AOD workforce training needs survey;
 - 1.3.4.2. Is provided by qualified trainers and is designed for various adult learning styles and levels of knowledge;
 - 1.3.4.3. Is pre-approved by the Department; and
 - 1.3.4.4. Integrates eLearning tools, when appropriate.
- 1.4. The Contractor must, on a quarterly basis, provide training space, materials, and logistical support for two (2) in-person trainings that utilize trainers provided by the Department, and are at no cost to participants, which include:
 - 1.4.1. The Initial Training on Addiction and Recovery [six (6) hour training]; and
 - 1.4.2. Families and Addiction [three (3) hour training].
- 1.5. The Contractor must ensure training sessions are consistent with the required professional standards and core competency needs of the relevant workforce including, but not limited:
 - 1.5.1. Certified Prevention Specialists (CPS).
 - 1.5.2. Advanced Certified Prevention Specialists (ACPS)
 - 1.5.3. Licensed Alcohol and Drug Counselors (LADC).
 - 1.5.4. Master Licensed Alcohol and Drug Counselors (MLADC).

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce**

EXHIBIT B

- 1.5.5. Certified Recovery Support Workers (CRSW).
- 1.6. The Contractor must monitor attendance at each event to ensure individuals attend in order to obtain CE hours. The Contractor must:
 - 1.6.1. Ensure positive verification of attendance at each event for each participant using a method approved by the Department.
- 1.7. The Contractor must market training events utilizing methods approved by the Department, including, but not limited to:
 - 1.7.1. Maintain an email list and send email notifications to the AOD workforce and other identified training audiences.
 - 1.7.2. Maintain and publish an events calendar on the Contractor's website.
 - 1.7.3. Publish and distribute a newsletter to the AOD workforce and other identified training audiences on a quarterly basis.
- 1.8. The Contractor must develop and utilize an evaluation plan, process and tool(s), as approved by the Department and in accordance with each accrediting body, to evaluate each training event, including, but not limited to:
 - 1.8.1. Collect and analyze participant evaluation responses for each training session.
 - 1.8.2. Compile and analyze aggregate data from evaluation responses no less than every six (6) months.
 - 1.8.3. Share evaluation data with the Department to ensure the program is meeting its goals and for continuous quality improvement of the training program.
- 1.9. The Contractor must utilize a learning management system (LMS) to monitor and manage the training program. The Contractor must ensure the LMS includes, but is not limited to:
 - 1.9.1. An Administrative Dashboard with the ability to, at a minimum:
 - 1.9.1.1. Receive and track information including, but not limited to:
 - 1.9.1.1.1. Registration and payment for trainings.
 - 1.9.1.1.2. Date and title for each training session.
 - 1.9.1.1.3. Number of registrations, attendees and individuals on waitlists for individual trainings.
 - 1.9.1.1.4. Information for each participant, including:
 - 1.9.1.1.4.1. Name of participant;
 - 1.9.1.1.4.2. Job title;

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce**

EXHIBIT B

- 1.9.1.1.4.3. Name of participant's agency or organization;
- 1.9.1.1.4.4. Mailing address;
- 1.9.1.1.4.5. Email address; and
- 1.9.1.1.4.6. Fees paid by participant and/or agency; and
- 1.9.1.2. Send and receive training evaluations to and from participants.
- 1.9.2. A website/learning management system that includes, but is not limited to:
 - 1.9.2.1. The ability to register and pay for training.
 - 1.9.2.2. Personal profiles that allow participants to access training summaries and continuing education certificates based on attendance.
 - 1.9.2.3. A calendar of training events offered through this program.
- 1.10. The Contractor must work closely with the Department to support current and emerging initiatives for improving the State's system of care including, but not limited to:
 - 1.10.1. Developing training materials on particular topics for target populations, as needs arise, at the request of the Department.
 - 1.10.2. Adjusting activities and staffing to meet Department needs and the needs of the AOD workforce.
 - 1.10.3. Updating training topics and classes as scientific evidence evolves.
- 1.11. The Contractor must provide training access to Bureau of Drug and Alcohol Services and State Opioid Response employees at no additional cost when space is available for any scheduled training session.
- 1.12. The Contractor must identify the needs of the workforce, and ensure trainings are not duplicative of existing trainings offered through other venues by:
 - 1.12.1. Meeting regularly with the Department to seek input on training needs in support of ongoing initiatives and other emerging needs;
 - 1.12.2. Collecting and analyzing participant evaluation feedback for individual trainings on a bi-annual basis;
 - 1.12.3. Soliciting feedback from participants, professionals and key stakeholders regarding the training needs of the NH AOD workforce;

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce
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- 1.12.4. Participating in workforce development education and training committees to learn what other agencies plan to offer and to inform the agencies of the Contractor's training plans;
- 1.12.5. Monitor licensing and certification board meetings to identify provider needs; and
- 1.12.6. Actively engaging in the planning of collaborative conferences.
- 1.13. The Contractor must administer a process to award scholarships in an amount not less than \$5,000 per state fiscal year to NH AOD CoC service providers to attend training events, as approved by the Department, which may include, but are not limited to events sponsored by:
 - 1.13.1. AdCare Educational Institute of New England;
 - 1.13.2. New England Addiction Technology Transfer Center (ATTC); and
 - 1.13.3. Prevention Technology Transfer Center (PTTC) Network.
- 1.14. The Contractor may collect registration fees from training participants, excluding training participants attending the Initial Training on Addiction and Recovery and Families and Addiction quarterly trainings, for training expenses that exceed the amount funded by the Department.
- 1.15. The Contractor must ensure a minimum of 10% of revenue generated from registration fees collected are reinvested to enhance the training program, as approved by the Department.
- 1.16. The Contractor must increase sustainability of the training program by leveraging resources to increase and expand the number of training opportunities offered.
- 1.17. The Contractor must conduct a project kick-off meeting with the Department and identified project staff within 20 business days of the contract effective date to review:
 - 1.17.1. Contract requirements;
 - 1.17.2. Initial work plan criteria; and
 - 1.17.3. Initial timelines.
- 1.18. The Contractor must provide a work plan and timeline to the Department that defines the goals, objectives, activities, deliverables, and due dates to the Department for approval, ensuring:
 - 1.18.1. The initial work plan and timeline are provided to the Department within 10 business days of the project kick-off meeting; and
 - 1.18.2. Changes to work plans or timelines are approved by the Department prior to implementation.

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

- 1.19. The Contractor must provide an evaluation to the Department for approval within 10 business days following the kick-off meeting that specifies how trainings will be evaluated.
- 1.20. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 1.21. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.
- 1.22. The Contractor must participate collaboratively in Information Sharing Meetings with the Department's Training, Technical Assistance, and Evaluation contractors on a quarterly basis, or as otherwise requested by the Department.
- 1.23. The Contractor must ensure its Training Director participates in meetings with the Department on a monthly basis, or as otherwise requested by the Department, to ensure compliance with contractual requirements.
- 1.24. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.25. Reporting
 - 1.25.1. The Contractor must submit quarterly reports to ensure progress towards contract deliverables including, but not limited to:
 - 1.25.1.1. A summary of the work performed during the previous period.
 - 1.25.1.2. Encountered and foreseeable key issues and suggested mitigation strategies for each.
 - 1.25.1.3. Scheduled trainings for the following quarter.
 - 1.25.1.4. A summary of evaluation results from trainings provided during the previous period.
 - 1.25.1.5. Updates to the work plan, if applicable.
 - 1.25.2. The Contractor must submit an annual report no later than 60 days after the end of each state fiscal year that includes, but is not limited to:
 - 1.25.2.1. A complete program overview.
 - 1.25.2.2. Accomplishments towards program goals and performance measures.
 - 1.25.2.3. End of year financial report, including revenue reinvested.
 - 1.25.3. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

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

- 1.25.3.1. No less than 85% of training participant evaluation sheets are collected.
- 1.25.3.2. At least 85% of training participants report satisfactory results.
- 1.25.4. The Contractor may be required to provide other key data and metrics, including client-level demographic, performance, and service data to the Department in a format specified by the Department.
- 1.26. Confidential Data
 - 1.26.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.26.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.27. Website and Social Media
 - 1.27.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
 - 1.27.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
 - 1.27.3. State of New Hampshire's Website Copyright

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EXHIBIT B**

1.27.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Credits and Copyright Ownership

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

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

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

3.2.3.1. Brochures.

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

- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

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

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 38.41% Federal Funds
 - 1.1.1. 55.46% Federal funds, from Section 9817 of the American Rescue Plan Act of 2021 by the Centers for Medicare and Medicaid Services ALN #93.778.
 - 1.1.2. 44.54% Federal funds, from Substance Abuse Prevention and Treatment Block Grant, as awarded June 15, 2023 and February 20, 2024 by the United States Department of Health & Human Services, Substance Abuse and Mental Health Services Administration, ALN 93.959, FAIN T1085821 and T1087053.
 - 1.2. 61.59% Other funds (Governor Commission Funds).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce
EXHIBIT C**

- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:
- Program Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
- 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.1.1. 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.
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services
Training for Alcohol and Other Drug (AOD) Workforce
EXHIBIT C**

- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. 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.
- 8.4. 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 upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	New Hampshire Alcohol and Drug Abuse Counselors Association, d/b/a New Hampshire Training Institute on Addictive Disorders
Budget Request for:	Training for Alcohol and Other Drug (AOD) Workforce
Budget Period	SFY 2025
Indirect Cost Rate (if applicable)	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$339,059
2. Fringe Benefits	\$74,593
3. Consultants	\$61,100
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$100
5.(a) Supplies - Educational	\$5,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$4,560
6. Travel	\$2,500
7. Software	\$114
8. (a) Other - Marketing/ Communications	\$5,300
8. (b) Other - Education and Training	\$2,700
8. (c) Other - Other (specify below) Current Expenses	\$0
Other (please specify) Occupancy	\$38,000
Other (please specify) CE Applications	\$350
Other (please specify) Food/Room Rental	\$3,200
Other (please specify) Learning Management System	\$21,488
Other (please specify) Scholarships	\$9,000
Other (please specify) Managed IT/Data Security	\$11,000
Other (please specify) BDAS Targeted Initiatives	\$2,500
Other (please specify)	\$200
9. Subrecipient Contracts	\$100
Total Direct Costs	\$587,964
Total Indirect Costs	\$58,786
TOTAL	\$646,750

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Contractor Initials:

5/3/2024

Date:

Exhibit C-2, Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	New Hampshire Alcohol and Drug Abuse Counselors Association, d/b/a New Hampshire Training Institute on Addictive Disorders
Budget Request for:	Training for Alcohol and Other Drug (AOD) Workforce
Budget Period:	SFY 2026
Indirect Cost Rate (if applicable):	10%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$271,279
2. Fringe Benefits	\$59,681
3. Consultants	\$48,880
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$100
5.(a) Supplies - Educational	\$4,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$3,531
6. Travel	\$3,000
7. Software	\$90
8. (a) Other - Marketing/ Communications	\$4,260
8. (b) Other - Education and Training	\$2,560
8. (c) Other - Other (specify below) Current Expenses	\$0
Other (please specify) Occupancy	\$30,400
Other (please specify) CE Applications	\$350
Other (please specify) Food/Room Rental	\$2,560
Other (please specify) Learning Management System	\$17,190
Other (please specify) Scholarships	\$5,500
Other (please specify) Managed IT/Data Security	\$8,800
Other (please specify) BDAS Targeted Initiatives	\$3,000
Other (please specify)	\$1
9. Subrecipient Contracts	\$100
Total Direct Costs	\$474,782
Total Indirect Costs	\$47,468
TOTAL	\$522,250

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Contractor Initials:

5/3/2024

Date:

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;

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

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- 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 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 Byrd Anti-Lobbying Amendment (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.

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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 12689 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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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.

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SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. 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.

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12. 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.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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.

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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.

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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.

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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: M1GLYK4NHZL5
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

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

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

 NO YES

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

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

Name: _____ Amount: _____

Contractor Name: NH Alcohol and Drug Abuse Counselors Association

5/3/2024
Date: _____

DocuSigned by:
Diane Fontneau
0BA26D54E3004A2
Name: Diane Fontneau
Title: President Board of Directors

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DHHS Information Security Requirements

A. Definitions

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

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

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

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

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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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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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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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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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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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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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- 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;

Contractor Initials

DS
DF

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

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 NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 26, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 89242

Certificate Number: 0006673542



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE TRAINING INSTITUTE ON ADDICTIVE DISORDERS is a New Hampshire Trade Name registered to transact business in New Hampshire on October 22, 2010. 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: 637806

Certificate Number: 0006673543



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Alcohol and Drug Abuse Counselors Association D/B/A New Hampshire Training Institute on Addictive Disorders.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 25, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Diane Fontneau, President; Linda Brewer, Immediate Past-President; Christine McKenna, President Elect and Christopher Foster, Treasurer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of the New Hampshire Alcohol and Drug Abuse Counselors Association D/B/A New Hampshire Training Institute on Addictive Disorders
(Name of Corporation/ LLC)

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

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

Dated: May 2, 2024



Signature of Elected Officer

Name: Emily Carrara

Title: Secretary

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employment Practices Liability Coverage	EPLI		
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	VTAF			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$1.00
	TERRORISM	TERR		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$43.00
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$160.00
	Sched Cr Modification	SCM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	Catastrophe	CATAS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$43.00
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Mission: NHADACA's mission is to provide quality education, workforce development, advocacy, ethical standards and leadership for addiction professionals. We empower efforts in prevention, treatment and recovery.

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

FINANCIAL STATEMENTS

DECEMBER 31, 2022 and 2021

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 NORTH STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Alcohol and Drug Abuse Counselors Association
Concord, New Hampshire 03301

Opinion

We have audited the accompanying financial statements of New Hampshire Alcohol and Drug Abuse Counselors Association (the Association), which comprise the statement of financial position as of December 31, 2022 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Alcohol and Drug Abuse Counselors Association as of December 31, 2022 and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Alcohol and Drug Abuse Counselors Association's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Alcohol and Drug Abuse Counselors Association's ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited New Hampshire Alcohol and Drug Abuse Counselors Association's 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 23, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
June 13, 2023

NEW HAMPSHIRE ALCOHOL AND DRUG
 ABUSE COUNSELORS ASSOCIATION
 STATEMENT OF FINANCIAL POSITION
 DECEMBER 31, 2022 WITH COMPARATIVE TOTALS FOR 2021
 See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2022	2021
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 114,404	\$ 45,519	\$ 159,923	\$ 152,434
Accounts receivable	159,929	-	159,929	45,970
Prepaid expense	6,010	-	6,010	3,683
	<u>280,343</u>	<u>45,519</u>	<u>325,862</u>	<u>202,087</u>
FURNITURE AND EQUIPMENT, at cost	92,699	-	92,699	76,570
Less accumulated depreciation	(69,725)	-	(69,725)	(64,101)
	<u>22,974</u>	<u>-</u>	<u>22,974</u>	<u>12,469</u>
LONG TERM ASSETS				
Security deposit	2,800	-	2,800	2,800
Right of use asset	406,940	-	406,940	-
	<u>409,740</u>	<u>-</u>	<u>409,740</u>	<u>2,800</u>
Total Assets	<u>713,057</u>	<u>45,519</u>	<u>758,576</u>	<u>217,356</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accrued expenses	11,159	-	11,159	10,529
Deferred revenue	6,350	-	6,350	14,095
Lease liability - Operating lease	52,140	-	52,140	-
	<u>69,649</u>	<u>-</u>	<u>69,649</u>	<u>24,624</u>
LONG-TERM LIABILITIES				
Lease liability -long term portion	354,800	-	354,800	-
	<u>354,800</u>	<u>-</u>	<u>354,800</u>	<u>-</u>
NET ASSETS				
Without donor restrictions	288,608	-	288,608	114,491
With donor restrictions	-	45,519	45,519	78,241
	<u>288,608</u>	<u>45,519</u>	<u>334,127</u>	<u>192,732</u>
Total liabilities and net assets	<u>\$ 713,057</u>	<u>\$ 45,519</u>	<u>\$ 758,576</u>	<u>\$ 217,356</u>

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2022
WITH COMPARATIVE TOTALS FOR 2021

See Independent Auditors' Report

	2022			2021 Total
	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total	
Revenue				
Grant revenue	\$ 729,035	\$ 19,228	\$ 748,263	\$ 596,396
Contributions, in-kind	5,250	-	5,250	4,235
Contributions, noncash	253	-	253	-
Training fees	119,000	-	119,000	96,116
Membership fees	11,033	-	11,033	7,830
Total revenues	864,571	19,228	883,799	704,577
Net assets released from donor imposed restrictions	51,950	(51,950)	-	-
Expenses				
Program expenses	800,913	-	800,913	710,586
Administrative expenses	48,042	-	48,042	45,049
Fundraising	3,194	-	3,194	4,865
Total expenses	852,149	-	852,149	760,500
Operating Increase (Decrease) in net assets	64,372	(32,722)	31,650	(55,923)
Non-Operating Income				
Room rental	925	-	925	-
Loss on disposal Fixed Asset	(448)	-	(448)	-
Interest	46	-	46	-
Employee Retention Credit	63,786	-	63,786	-
Charitable gaming proceeds	43,052	-	43,052	-
Other revenue	2,384	-	2,384	215
Total Non-Operating	109,745	-	109,745	215
Net Increase (Decrease) in net assets	174,117	(32,722)	141,395	(55,708)
Net assets, beginning of year	114,491	78,241	192,732	248,440
Net assets, end of year	<u>\$ 288,608</u>	<u>\$ 45,519</u>	<u>\$ 334,127</u>	<u>\$ 192,732</u>

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

SCHEDULE OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2022 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED DECEMBER 31, 2021

See Independent Auditors' Report

	Program Services	Management and General	Fundraising	Total 2022	Total 2021
Salaries and wages	\$ 283,861	\$ 18,119	\$ -	\$ 301,980	\$ 272,781
Employee benefits	30,764	1,964	-	32,728	37,084
Payroll taxes	23,179	1,479	-	24,658	21,211
Scholarships/sponsorships	45,083	-	-	45,083	36,509
Registration fees	37,061	2,366	-	39,427	37,400
Training	9,702	619	-	10,321	53,845
Legal and accounting fees	10,567	675	-	11,242	14,860
Professional services	145,869	9,311	-	155,180	134,640
Trainer fees	80,284	5,124	-	85,408	50,777
Conferences and meetings	7,090	453	-	7,543	5,786
Insurance	3,035	194	-	3,229	2,395
Travel expenses	7,786	497	-	8,283	2,321
Office supplies and expenses	30,756	1,963	-	32,719	18,109
Repairs & maintenance	7,406	473	-	7,879	108
Postage	255	16	-	271	737
Telephone	1,795	115	-	1,910	1,828
Education	714	46	-	760	100
Marketing & communication	3,195	-	3,194	6,389	9,730
Bank and credit card fees	-	-	-	-	10
Board expenses	10,160	648	-	10,808	9,126
Occupancy expenses	50,116	3,199	-	53,315	38,400
Depreciation	5,467	349	-	5,816	5,266
Miscellaneous expenses	6,768	432	-	7,200	7,477
	<u>\$ 800,913</u>	<u>\$ 48,042</u>	<u>\$ 3,194</u>	<u>\$ 852,149</u>	<u>\$ 760,500</u>

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021
See Independent Auditors' Report

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 141,395	\$ (55,708)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Loss on sale of equipment	448	
Depreciation	5,816	5,266
(Increase) decrease in operating assets:		
Accounts receivable	(113,959)	37,491
Prepaid expenses	(2,327)	4,076
Increase (decrease) in operating liabilities:		
Accrued expenses	630	4,695
Deferred revenue	(7,745)	14,095
Net cash provided by operating activities	<u>24,258</u>	<u>9,915</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash paid for furniture & equipment	<u>(16,769)</u>	<u>(3,808)</u>
Net cash (used) by investing activities	<u>(16,769)</u>	<u>(3,808)</u>
Net increase in cash and cash equivalents	7,489	6,107
Cash and cash equivalents, beginning of year	<u>152,434</u>	<u>146,327</u>
Cash and cash equivalents, end of year	<u>\$ 159,923</u>	<u>\$ 152,434</u>

See Notes to Financial Statements

NEW HAMPSHIRE ALCOHOL AND DRUG
ABUSE COUNSELORS ASSOCIATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021
See Independent Auditors' Report

	<u>2022</u>	<u>2021</u>
SUPPLEMENTARY SCHEDULE OF CASH FLOW INFORMATION		
In-kind contributions	\$ <u>5,250</u>	\$ <u>4,235</u>
Non-cash contributions	\$ <u>253</u>	\$ <u>-</u>

See Notes to Financial Statements

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 and 2021**

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

New Hampshire Alcohol and Drug Abuse Counselors Association's (the Association) mission is to provide quality education, workforce development, advocacy, ethical standards and leadership for addiction professionals. The Association empowers efforts in prevention, treatment and recovery. The Association is supported primarily through private funding and public support.

Significant Accounting Policies

The financial statements of the Association have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Association, and the Association's conformity with such principles, are described below. These disclosures are an integral part of the Association's financial statements.

Basis of Presentation

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

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

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

Cash Equivalents

For purposes of reporting cash flows, the Association considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents, excluding amounts the use of which is limited by Board designation or restriction. At December 31, 2022 and 2021, the Association had no cash equivalents.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively. Contributions are recognized when cash or other assets are received.

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 and 2021**

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Materials and Services

The Association records the value of donated goods and services when there is an objective basis available to measure their value. For the years ended December 31, 2022 and 2021, in-kind and non-cash contributions were \$5,250 and \$4,235 and \$253 and \$0, respectively. All contributed services were considered without donor restriction and were valued at fair-market-value.

Equipment

Equipment is recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restriction support. In the absence of such stipulation, contributions of equipment are recorded as net assets without donor restriction support. The Association depreciates equipment over a 5-7 year useful life using the straight-line method. Depreciation expense was \$5,816 and \$5,266 for the years ended December 31, 2022 and 2021. Equipment purchases with a cost under \$500 are not capitalized.

Income Taxes

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

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Comparative Financial Information:

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Association's financial statements for the year ended December 31, 2021, from which the summarized information was derived.

Financial Instruments:

The carrying value of cash and cash equivalents, accounts receivable, prepaid expense, deferred revenue, and accrued expenses are stated at carrying cost at December 31, 2022 and 2021, which approximates fair value due to the relatively short maturity of these instruments.

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 and 2021**

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cost Allocation and Functional Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities, consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Recent Accounting Pronouncements

In February, 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under the new guidance, a lessee is required to recognize assets and liabilities for leases with lease terms of more than twelve months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily depends on its classification as a finance or operating lease. However, unlike current GAAP—which required only capital leases to be recognized on the statement of financial position—the new ASU requires both types of leases to be recognized on the statement of financial position. This standard was implemented as of December 31, 2022 and is reflected in the current year financial statements.

NOTE 2 COMMITMENTS AND CONTINGENCIES

The Association receives a substantial amount of its support from government agencies. A significant reduction in the level of this support, if this were to occur, may have an effect on the Association's programs and activities. Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. Although the return of funds is a possibility, the board of directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

Approximately 50% and 82% of total support was derived from a single grant from the State of New Hampshire for years ended December 31, 2022 and 2021, respectively.

NOTE 3 CONCENTRATION OF RISK

The Association maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Association may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Association. At December 31, 2022 and 2021 the Association had no uninsured cash balances.

**NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 and 2021**

NOTE 4 FAIR VALUE MEASUREMENTS

Fair values of assets measured on a recurring basis at December 31 were as follows:

<u>2022</u>	<u>Fair Value</u>	<u>Other Unobservable Inputs Level (2)</u>
Accounts receivable	<u>\$ 159,929</u>	<u>\$ 159,929</u>
<u>2021</u>		
Accounts receivable	<u>\$ 45,970</u>	<u>\$ 45,970</u>

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

NOTE 5 COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of December 31, 2022 and 2021 in the amount of \$9,041 and \$4,298, respectively.

NOTE 6 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 159,923	\$ 152,434
Accounts receivable	159,929	45,970
Less amounts subject to donor imposed restriction	<u>(45,519)</u>	<u>(78,241)</u>
	<u>\$ 274,333</u>	<u>\$ 120,163</u>

NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 and 2021

NOTE 7 BOARD DESIGNATED NET ASSETS

The Association has net assets designated for various future projects and events. These funds are comprised of the following as of December 31:

	<u>2022</u>	<u>2021</u>
Cash reserve account	\$ <u>50,588</u>	\$ <u>23,919</u>

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods at December 31:

Subject to expenditure for specific purpose:	<u>2022</u>	<u>2021</u>
BRSS TACs Contract	\$ -	\$3,758
Bank of NH Grant	2,025	2,935
JSI 8790 Contract	-	3,863
JSI CBP001 Contract	5,777	15,724
JSI PNH001 Contract	10,074	38,250
NH Problem Gambling	7,373	7,500
Dobles Foundation	19,796	5,745
Train it forward	<u>474</u>	<u>466</u>
Total net assets with donor restrictions	<u>\$45,519</u>	<u>\$78,241</u>

NOTE 9 LEASE COMMITMENT

The Organization leases office facilities under a long-term operating lease agreement. The lease expires in 2032. The weighted-average discount rate is based on the discount rate implicit in the lease. The organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the office facility class of assets. The entity elected the practical expedient to not reassess whether any expired, existing contracts, contained leases and any indirect costs for existing leases.

Total right-of-use assets and lease liabilities at December 31, 2022 are as follows:

Lease Assets – Classification in Statement of Financial Position

Operating right-of-use-assets	\$ 406,940
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Lease Liabilities – Classification in Statement of Financial Position:

Operating lease liability	\$ 406,940
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NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE COUNSELORS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 and 2021

NOTE 9 LEASE COMMITMENT (CONTINUED)

The weighted-average remaining lease term and weighted-average discount rate are as follows:

Weighted-average remaining lease term in years	<u>2022</u>
Operating leases	10.1

Weighted-average discount rate	<u>2022</u>
Operating leases	4.5%

The future minimum lease payments under finance leases with terms greater than one year as of December 31:

	<u>Operating</u>
2023	\$ 52,140
2024	52,140
2025	52,920
2026	53,700
2027	53,700
Thereafter	<u>245,400</u>
Total lease payments	510,000
NPV discount	<u>(103,060)</u>
Present value of lease liabilities	406,940
Less current portion	<u>(52,140)</u>
Long-term portion, lease liability	<u>\$ 354,800</u>

NOTE 10 DEFERRED REVENUE

NHADACA receives registration fees for future events. NHADACA had deferred revenue of \$6,350 and \$14,095 for the years ended December 31, 2022 and 2021, respectively.

NOTE 11 SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 13, 2023, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NHADACA Board List January 2024

Member	Board Position	Business Address	Email address	Business Phone
Linda Brewer	Immediate Past President			
Christopher Foster	Treasurer			
Christine McKenna	President Elect			
Vacant	Southern Representative			
Emily Carrara	Secretary			
Vacant	At Large Representative			
Maury Elsasser	Seacoast Representative			
Julia Gamache	Central Representative			
Elena VanZandt	Connecticut Valley Representative			
Jim Michaels	North Country Representative			
Carol Furlong	At Large Representative			
Phoebe Axtman	At Large Representative			
Diane Fontneau	President			
Sara Dupont	Lakes Region Representative			
Catherine Burns	Student Representative			

DIANNE P. CASTRUCCI

- LICENSURE** Master Licensed Alcohol and Drug Counselor
- EDUCATION** Master of Education Degree, May 1993
Concentration: Counselor Education: Human Services
Bachelor of Science Degree, May 1989
Major: Elementary Education Minors: Psychology and Human Services
Plymouth State College, Plymouth, N.H.
- EXPERIENCE** Executive Director, NH Alcohol & Drug Abuse Counselors Association,
Concord, N.H. — June 2012 – Present
Promoted to Executive Director in June 2012, the Chief Executive Officer of
NHADACA reports to the Board of Directors, provides leadership and direction in
the development and delivery of all activities and is responsible for the
organization's consistent achievement of its mission and financial objectives.
- ensures the organizational operations and activities are provided in the highest quality manner within the organization's fiscal and human resource limitations.
 - administers all grants, contracts, and agreements and informs the Board of Directors of these and other commitments.
 - ensures the fiscal integrity and stability of the organization.
 - staffs the day-to-day operations and provides leadership to staff and volunteers.
 - serves as a spokesperson for the organization in public settings, consistent with the mission, policies, and activities of the organization.
- Training Institute Director, NH Alcohol & Drug Abuse Counselors Association/ NH
Training Institute on Addictive Disorders, Gilford, N.H. — Feb. 2004 – June 2012
Coordinates logistics of workforce development opportunities for substance use
prevention, intervention and treatment professionals throughout New Hampshire.
- consults with treatment and prevention professionals to identify specific training topic needs and local or regional trainers with expertise on that topic.
 - contacts trainers, contracts their services and coordinates travel arrangements
 - maintains participant database including attendance, tuition and CE information.
 - coordinates functions associated with presenting major conference and training workshops of various sizes, and at various locations, statewide.
- Board Administrator, NH Board of Licensing for Alcohol & Other Drug Use
Professionals, Concord, N.H. — September 2011 – March 2012
Write Board correspondence, create agenda for and keep minutes at Board meetings,
organize professional packets for review, maintain databases, arrange and order
testing, database auditing, other administrative functions as assigned by the
chairperson of the board.
- Substance Use Outpatient Counselor, Horizons Counseling Center,
Gilford, N.H. — January 2006 – May 2013
Provide substance use counseling services related to evaluation and group treatment
to individuals in an outpatient setting and facilitate various psycho-educational
groups including Project ADAPT to be held at, and in coordination, with the
Belknap County Department of Corrections.

Dianne Castrucci

page 2

Exit Counselor, Community Alcohol Information Program, Inc., Boşcawen, Nashua and Laconia, N.H. — July 2003 – November 2005

Conduct exit interviews for clients at the completion of the CAIP, Impaired Driver Intervention Program for DWI first offenders. Attended PRI training October 2003.

- diagnosed, and referred as appropriate, DWI first offenders for alcohol dependence and/or alcohol abuse upon file review and structured exit interview.

Licensed Substance Use Outpatient Counselor, James Foster & Associates, Manchester, N.H. — October 2003 – July 2004

Provide substance abuse services related to evaluation and brief treatment of individuals in an outpatient setting.

Corrections Counselor/Case Manager, NH Department of Corrections, Lakes Region Facility, Laconia, N.H. — December 1998 – February 2004

Providing clinical services of inmates participating in a modified therapeutic community treatment program (Summit House/Level 3 Substance Abuse Services).

- chaired and participated on, professional development committees to determine staff training needs and involvement, VOITIS grant fund use, as well as planning and coordination of multiple substance abuse training events for DOC staff.
- supervised inmates in lectures, clinical groups, community meetings, clinical staffing, individual counseling sessions and other clinical group activities.
- prepared/maintained clinical charts including evaluations, discharge summaries, treatment transfer information for parole and aftercare recommendations.

Antioch New England Adjunct Faculty, Summit House Program, Lakes Region Facility, Laconia, N.H. — May 2000 – May 2002

Field supervise and train graduate interns from the Antioch Graduate School of New England in methods and practice of substance abuse counseling.

- interview, accept or deny, teach/train and supervise master's level interns.
- communicate with professional seminar leaders.

Substance Use Counselor, N.H. Bureau of Substance Abuse Services, Multiple Offender Program, Laconia, N.H. — December 1993 – December 1998

Working as a clinical team member providing assessment, education and intervention services to individuals convicted of multiple DWIs.

- conducted intake/orientation, education, individual and group counseling, evaluation and assessment services relevant to client's substance use, medical, psychological, legal and social history.
- represented the program at official hearings of the Dept. of Motor Vehicles.

OTHER ACTIVITIES

Legislative Commission on Primary Care Workforce Issues 2018-Present

NH Governor's Commission Treatment Task Force 2018-2022

NH LADC Board Peer Review Committee April 2013- March 2019

Associate Member of the Elearning Guild October 2012-2014

Member of National Association of Forensics Counselors 2002-2012

EMILY S. KANNENBERG

EDUCATION

University of New Hampshire Graduate School <i>Master of Public Health</i>	Manchester, New Hampshire	May 2020 GPA: 3.7
University of New Hampshire <i>Dual Major: Communication & Women's Studies</i> <i>Minors: Psychology & Race, Culture, Power</i>	Durham, New Hampshire	May 2015 GPA: 3.5
Regent's University <i>Study Abroad</i>	London, United Kingdom	Spring 2014

EXPERIENCE

New Hampshire Alcohol & Drug Abuse Counselors Association <i>Training Director</i>	July 2021- Present
<ul style="list-style-type: none">• Direct and support the general functions of the New Hampshire Training Institute on Addictive Disorders• Organize and implement training events within contract budget guidelines• Contract reporting• Supervise, evaluate, and delegate tasks to training staff• Other duties as assigned	
Southern New Hampshire Services <i>New Hampshire Works for Recovery Career Navigator</i>	Jan. 2019-June 2021
<ul style="list-style-type: none">• Helped to implement and assisted in the success of a grant project aimed at helping individuals affected by the opioid crisis find sustainable, long-term employment• Assisted, guided, and counseled clients with various career-oriented tasks including career exploration, job search, job training research, job search, resume and cover letter preparation, and interviewing skills• Guided clients through the process of applying for, managing the stresses of, and successfully completing educational programs such as community college courses and other career preparation training• Adjusted to and successfully met grant deliverables despite unexpected changes due to the COVID-19 pandemic	
Riverbend Community Mental Health <i>Program Assistant II</i>	June 2015-Jan. 2019
<ul style="list-style-type: none">• Functioned as a Program Assistant for both the Community Support Program and the Integrated Center for Health and demonstrated efficiency under pressure in fast-paced programs supporting clients with severe and persistent mental illness• Completed various administrative tasks including answering and triaging calls, completing initial orientation appointments, assisting with program admissions, verifying and discussing client insurance and fees, maintaining accurate medical records, data entry, and reconciliation research• Provided part-time support to both the Residential Program and the Medication Support Program	

SKILLS

- Computer applications including Microsoft, Apple, and Google programs
- Customer service
- Cultural and racial awareness and sensitivity
- Social media expertise
- Strong understanding of intersectionality
- Strong communicator
- Detail-oriented
- Self-motivated
- Basic health screening activities
- Critical thinking
- Strong writing and written communication
- Experience with various case management platforms

Stephanie L. Bean

SUMMARY: Adaptable office manager with 15 years of administrative experience. Has strong organization, communication, attention to detail and leadership skills. Seeking an Office Manager position within a company that offers flexibility and the ability to grow both professional and personally.

EDUCATION: New Hampshire Community Technical College
Liberal Arts, Business – May 2008

EXPERIENCE:

New Hampshire Alcohol & Drug Abuse Counselors Association, Concord, NH
Office Manager – beginning Jan 2023

- Support the general functions of the New Hampshire Alcohol & Drug Abuse Counselors Association, it's varied programs, the Executive Director and Board of Directors.
- Manage the smooth running of day-to-day office operations ensuring organized office procedures, maintained and current filing systems, reviewed/approved supply requisitions and properly assigned and monitored correspondence and clerical functions
- Along with Executive Director, supervise, evaluate and assign work to office support staff and volunteers, assisting when needed to complete tasks.
- Conduct PayPal reconciliation, revenue reports, QuickBooks accounting processes, invoices and similar accounts payable & receivable functions
- Membership support including tracking regional membership, monthly communications and organizing membership events/annual meeting
- Coordinate NHADACA events, including programs for employees and board members to ensure maximum efficiency
- Occasional support functions for the Training Institute and Credentialing Partnership
- Manage scholarship processes including award applications, notification, tracking, marketing, reporting and distribution
- Assist Executive Director with various reports for auditing purposes.
- Assist with updating policies, manuals, succession plan, and other reports that may impact NHADACA policy, Board and membership functions.
- Other duties as assigned by the Executive Director and the Board of Directors of NHADACA

Administrative Assistant - Jan 2020- Dec 2022

- Manage/Assist with membership related communication (letters/mailings, membership lists, tracking of expiration dates, and related emails).
- Assist with updating policies-, manuals, succession plan, and other reports that may impact NHADACA policy.
- Support the general functions of the Executive Director and NHADACA as a whole
- Perform administrative related activities such as answering phones, PayPal reconciliation, memos, invoices and similar accounts payable & receivable functions, writing and maintaining meeting minutes, general correspondence, tracking regional membership, maintaining databases and some financial reporting. -
- Occasional support functions needed to implement regularly scheduled training events such as assisting with participant registration, cleaning, equipment and room set-up and clean-up.
- Complete contract compliance reports as well as assist Executive Director with various reports for auditing purposes.
- Assist in the maintenance of websites, calendars and updating website documentation.

AutoServ of Tilton, Tilton, NH

Business Development Center Representative - March 2017- July 2019

- Answers all internet and phone inquiries for the dealership.
- Sends email responses and photos.
- Set appointments for customers to test drive.
- Works on a team

Brewster Academy, Wolfeboro, NH

Assistant to the CFO - Oct 2016 - March 2017

- Assisted in all administrative duties for the business office including tuition and student debit accounts.

Servpro of Concord, Concord, NH

Office Manager - June 2012 - June 2016

- Used a range of office software; including email, customized scheduler, QuickBooks, spreadsheets and databases.
- Process and manages payroll for the company weekly.
- Manage jobs files from initial phone to final billing.
- Develop and implemented new processes for inter office communication.
- Manage and audit all files for specific insurance company protocols.
- Maintain the overall condition of the office and organized meetings with staff.
- Oversee the recruitment of new staff, including training and induction
- Ensure adequate staff levels to cover for absences and peaks in workload, often by using third party agencies.
- Delegate work to staff and managed their workload and output levels.
- Promote continuing staff development and training.
- Respond to customer enquiries and complaints.

Servpro of the Seacoast, Dover, NH

Assistant Project Manager - April 2008 - May 2012

- Provided excellent organizational and time management skills.
- Excelled in flexibility and adaptability to changing workloads.
- Able to prioritize tasks and work under pressure.
- Used to liaise well with others and delegate tasks.
- Used strong oral and written communication with clients and coworkers.
- Gave much attention to detail.
- Maintained problem-solving skills and project management assists.

TECHNICAL SKILLS: Proficient in Microsoft Word, Excel, PowerPoint, Constant Contact, Survey Monkey and QuickBooks

Destiny Heery

CAREER ACHIEVEMENTS

Coordinated 3,000+ training sessions.

Recruited and/or onboarded 200+ employees.

Created 10+ new reports to get a better understanding of data, save time, etc.

Managed 20+ schedules simultaneously.

Reduced showroom spending by 53% - saving the business around \$210,000 annually.

Worked with 2 team members to restructure training program from 10 days to 6 days, saving around \$264,000 annually in accommodations.

Collaborated with 8 colleagues to implement a new website, CRM, and LMS; this included website designing, importing user data (3,000+), reviewing credits earned (18,000+), creating events on LMS (650+) and more.

SOFTWARE EXPERIENCE

ClearCompany (ATS)

Docebo (LMS)

Cadmium Elevate (LMS)

Wild Apricot (CRM)

Neon One (CRM)

ADP Workforce (HRMS)

SurveyMonkey

Trello

Mailchimp/Constant Contact

Zoom/Teams/GoToMeeting

Canva

WORK EXPERIENCE

NH Alcohol & Drug Abuse Counselors Association

Development Director

January 2024 - Present

- Lead development activities for NHADACA to increase the resources available for mission-based activities and to build a strong and diverse financial base for the organization.
- Seek individual donations and corporate sponsorships; seek/write state and federal contract proposals; research/write/apply for grants; coordinate fundraising activities; create a development plan aligned with NHADACA's strategic plan; manage a contract-funded finance training series in conjunction with NH DHHS.

Wren Kitchens

People Operations Assistant

October 2022 - September 2023

Training Coordinator

February 2022 - October 2022

- Assisted HR, Training, and Recruitment departments and acted as a main point of contact for 700+ employees for all operational needs.
- Oversee onboarding process; manage databases and provide data analytics; recruit employees; coordinate all trainings; book accommodations and negotiate hotel rates; vendor management; manage inventories/budgets, create SOPs; send frequent internal and external communications; manage schedules; train managers on processes.

Boys & Girls Club of Milford

Program Manager/Supervisor

August 2020 - February 2022

Youth Development Professional

January 2017 - August 2020

- Oversaw program and staff members to ensure smooth operations.
- Create and implement daily activities for Club members; act as the main point of contact for customers; train support staff; conduct staff meetings; administrative responsibilities.

EDUCATION

Southern Connecticut State University | Bachelor's Degree in Psychology

TOP SKILLS

- Microsoft Office Suites
- Email Marketing
- Planning/Coordinating
- Recruitment/Onboarding
- Data Analytics

ATTRIBUTES

- Problem Solver
- Resourceful
- Detail Oriented
- Versatile
- Team Player
- Effective Communication
- People Person

DIANE M. FONTNEAU

EDUCATION:

Master of Science Clinical Mental Health Counseling – Capella University 2020
Master of Science in Human Services, Management and Organizational Leadership –
Springfield College School of Human Services 2008
Bachelor of Science in Human Services – Springfield College School of Human Services
Additional Undergraduate Studies in Psychology & Sociology California State University San
Bernardino 2006
Associate of Science in Human Services/Addiction Counseling – New Hampshire Technical
Institute (1993)
NH – Masters Licensed Alcohol and Drug Counselor (MLADC)
NH – Licensed Clinical Mental Health Counselor (LCMHC)
NCC – National Certified Counselor
Nationally Certified Tobacco Treatment Provider (NCTTP)

EMPLOYMENT HISTORY:

September 2016 to Present: Seacoast Mental Health Center, Portsmouth, N.H.

Clinical Manager, Integrated Treatment for Co-Occurring Disorders: Providing clinical oversight and direction for an out-patient substance use and mental health treatment program, within a community mental health center. Coordinating with psychiatry staff to provide medication assisted treatment (MAT) and ensure continuity of services. Supervise clinical staff providing direct services including individual & group therapy, case management services, functional supports, and relapse prevention skills. Facilitate weekly multidisciplinary team meetings.

Triage intakes to the appropriate team and member. Uses evidence-based clinical interventions to provide best practices in co-occurring treatment. Participated in community efforts building relationships to provide a true continuum of care for the residents of the seacoast area of New Hampshire. Responsibilities also include legislative efforts, and oversight; program evaluation and planning; monitoring and updating policies to remain in compliance with state and federal regulations; training of new staff on related policies.

July 2004 to September 2016: State of NH Department of Health & Human Services Bureau of Homeless & Housing Services, Concord NH

Program Planning & Review Specialist: July 2008 to September 2016:

Program Planning & Review Specialist: Responsible for monitoring contracts, applying for, and overseeing federally contracted grants from the Department of Housing and Urban Development (HUD) for the purpose of supportive housing throughout the state of NH. Managed \$3.5 million dollars from HUD for housing programs for homeless and disabled individuals and families in New Hampshire.

Implement special projects, conducted program evaluation of permanent and transitional housing programs in NH while also managing and monitoring non-profit community agency staff. Facilitated quarterly management meetings with non-profit program staff to build networking opportunities and provide guidance around implementation of new projects and best practices of sustained projects. Outcome measurements and homelessness statistics were reported directly to HUD. Facilitated of housing related subcommittees with focus of troubleshooting specific areas of need. Developed and implemented a quarterly networking and support meeting for housing case managers throughout the state.

**(Division of Family Assistance (DFA): September 2004 to July 2008, Concord, NH
Client Services Supervisor/Program Specialist II: June 2006 to July 2008, Concord, NH**

Client Services Supervisor: Provided supervision to Division of Family Assistance Client Services staff.

At the request of the Governor and DHHS Commissioner(s), I was responsible for written correspondence signed by the above to address individual citizen and client concerns. In this position, I also provided program and policy support to Field Office staff and Supervisors in 12 District Offices.

I provided annual reports on client services related data and used outcome measures to plan improvements where needed. Operation of multi complicated data systems were used in this position.

I conducted public education meetings in communities throughout the state with regards to State and Federal policies around Food Stamps, TANF, Medicaid and other Social Services programs. I facilitated monthly Client Services unit meetings, completed performance evaluations, and recommended agency changes to administration.

Family Services Specialist: July 2004 to June 2006, Rochester, NH

Duties Include: Interviewing families to determine eligibility for social service programs offered through state and federal agencies, referrals to community agencies as appropriate.

**County of San Bernardino California Department of Behavioral Health, Hesperia, CA
Social Worker II: January 1997 to June 2004**

Victor Valley Perinatal Treatment Program: Intensive Outpatient Substance Use Disorder Treatment facility for pregnant and/or parenting women and their children suffering from mental illness, substance use disorders and indigent life patterns. Duties included facilitating individual and group counseling sessions, developing treatment plans, and performing monthly quality assurance reviews to ensure compliance with State, Federal and County ordinances.

Department of Behavioral Health liaison to the Division of Child Protective Services (DCPS), including coordination and collaboration of services between the two departments. Was responsible for developing a screening tool to assess DCPS clientele for referral to substance abuse treatment facilities and coordinated follow up that measured outcome. Provided case management for HUD funded transitional sober housing program and performed supervisory assistance to the clinical director including morale building exercises, performance incentives and other general supervisory duties.

Seaborne Hospital: Counselor I: May 1992 - December 1993

Provided direct care counseling services in a residential substance use treatment hospital setting. Primary assignment to adolescent treatment, also facilitated group counseling, detox, family therapy, adult treatment, and aftercare.

Community Service - Affiliations:

Founding member of Rochester N.H. Bridging the Gaps Coalition to prevent substance misuse amongst teens, participated in strategic planning and grant writing to secure 1.2-million-dollar grant from SAMHSA (2006-2008).

President of Board of Directors New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA) 2023 - Present

Board of Directors NHADACA 2017-2023

Member National Association of Alcohol Drug Abuse Counselors (NAADAC)

CHRISTINE M. MCKENNA

licensed social worker~criminal justice consultant~teacher~social advocate

PROFILE

- Over thirty years experience in the criminal justice and human service systems.
- Organized, highly motivated, and detail-directed problem solver.
- Proven ability to work in unison with staff, volunteers, community stakeholders, criminal justice professionals.
- Goal-oriented individual with strong leadership capabilities.
- Experienced with community programs as a department liaison to address social needs.
- College level teaching experience in human services and criminal justice curriculum

EXPERIENCE

PROGRAM DIRECTOR, ROCKINGHAM COUNTY, HARBOR CARE/GNCA KEYSTONE HALL, EXETER, NH,

2016-CURRENT

Monitor drug court activities thru a multi-disciplinary team approach, including liaison to the state, county and team members to include, but not limited to the monitoring of compliance with ALL RISE best practices and components for treatment courts including the compiling data and preparing reports to the team/state/county/federal entities. Supervise clinical and case manager members of the team to ensure fidelity to treatment models are adhered to and administered in accordance with best practices, and in compliance with state and agency policy/CARF accreditation criteria. Engage in treatment (group/individual), including conducting screenings/assessments with participants in accordance with best practices and curriculum. Monitor and report to fiscal agents on drug court expenditures. Maintenance of all clinical licensure requirements (LICSW/MLADC) per State of New Hampshire requirements. Additional certifications/trainings to include trauma, personality disorders, DBT, EMDR. Contribute to Keystone Hall leadership team with trainings and projects to enhance treatment delivery systems, monitor/maintain and report on accreditation standards.

PROGRAM SUPERVISOR - HILLSBOROUGH COUNTY HOUSE OF CORRECTION - SATCO & MAT/LADC

2020-CURRENT

Supervise staff contracted to provide substance use disorder programming/services at the Hillsborough County House of Correction. This includes MAT services, IOP and case management services. Liaison to the jail in criminal justice programming and substance use disorder treatment services.

PROGRAM COORDINATOR, NEW HOPE PROGRAM, KEYSTONE HALL, MANCHESTER, NH 03103, 2015 - 2016

Development and implementation of a federally funded program for justice involved individuals in the Hillsborough County/North jurisdiction. Position involves being a liaison to a criminal justice team to advise on system and strategies during the program implementation. Advise team members and community stakeholders on current treatment practices while incorporating current trends and knowledge in the fields of addiction, justice, mental health and social service practice. Additional responsibilities include regular performance measure tracking reporting to federal source as well as working with other technical training assistance entities to ensure program compliance.

Supervision of a case manager includes monitoring community resource referrals, screening/assessments, treatment plans and drug testing policies/procedures.

RE-ENTRY CLINICIAN, STRAFFORD COUNTY COMMUNITY CORRECTIONS,
DOVER, NH 2012 - 2014

Programming of inmates and community corrections offenders to include cognitive behavioral interventions to assist in rehabilitation and re-entry efforts.

CHIEF PROBATION/PAROLE OFFICER, ROCKINGHAM COUNTY, N.H.
DEPARTMENT OF CORRECTIONS, EXETER, NH 2007-2012

Supervision of a district office and two sub-offices that manages approximately 1000 offenders. Monitors, audits and reviews collections, supervision cases, presentence investigation reports, annulments and workload analysis in a large district office. Evaluates personnel performance and initiates necessary action consistent with performance measures and outcomes. Liaison to the community, courts, criminal justice agencies and treatment providers on probation/parole matters. Training, develop and supervise employees in accordance with certification and accreditation policies. Collaboration with key agencies in developing solutions within communities including mental health court, drug court, and STAR program at the Rockingham County Jail. Prepared presentence investigation reports for sentencing hearings. Assist in the development, coordination and implementation of training department training initiatives.

SENIOR PROBATION/PAROLE OFFICER, NEW HAMPSHIRE DEPARTMENT OF
CORRECTIONS, DOVER/MANCHESTER 1995-2007

Enforcement of court and parole board orders for offenders on probation and parole. Prepared documentation and reports for the court and parole board. Investigated home and employment for parole release. Prepared sentencing recommendations for the court. Prepared violations for court and parole board review. Attended hearings at the court and parole board to seek resolutions for violations. Provided referral services to individuals under supervision for treatment and education. Developed and implemented a women's group for female offenders. This group is educational based providing solutions in decision making and life skills from a gender specific perspective.

ADJUNCT FACULTY, SPRINGFIELD COLLEGE, MCINTOSH COLLEGE, GREAT BAY
COMMUNITY COLLEGE, RIVIER COLLEGE, GRANITE STATE COLLEGE, NEW
HAMPSHIRE 2003-2020

Adjunct faculty member in criminal justice and human services programs.

CORPORATE TRAINER, BALANCING LIFE ISSUES 2019-2023
MENTAL HEALTH, SUBSTANCE USE, WELLNESS, SUICIDE PREVENTION.

ALL RISE (formerly National Association for Drug Court Professionals (NADCP))

Faculty member 2023

BETTERHELP - Online Therapist - 2022-CURRENT

EDUCATION

SIMMONS UNIVERSITY, BOSTON, MA - current student, Doctorate in Social Work

BOSTON UNIVERSITY, BOSTON, MA - MASTER OF SOCIAL WORK, 2015

SPRINGFIELD COLLEGE, MANCHESTER, NH - M.S., ORGANIZATION, MANAGEMENT AND LEADERSHIP/
2004

COLLEGE FOR LIFELONG LEARNING, PORTSMOUTH, NH - B.S., BEHAVIORAL SCIENCE, 1995

LICENSE/CERTIFICATION

2018 - State of NH -Master Licensed Alcohol and Drug Counselor

2019 - State of NH - Licensed Independent Clinical Social Worker

2019 - Evergreen Certifications - Certified Clinical Trauma Professional

RELEVANT EXPERIENCE/SKILLS

- Assisted in the implementation of Domestic Violence Programs in Manchester, NH 1995-1999 and Strafford County (1999 - 2001).
- Chair of the Domestic Violence councils in both Dover and Manchester District Court Councils (1993-1996).
- Created Women's Group in Strafford County for female offenders for gender specific programming.
- Instructor NHDOC.
- Governor's Commission on Domestic and Sexual Violence
- Mental Health Court coordination - Rockingham County (Portsmouth Pilot)
- Rockingham County Drug Court (founding member)
- Vice-Chair Board of Directors, NH Task Force on Women & Recovery (2007 - 2010)
- Board of Directors, Hyder Family Hospice House, Dover, NH (2014-2017, 2019-)
- Adjunct Faculty Member for McIntosh College, Springfield College and Great Bay Community College. Self directed and supervised in the management of students
- Sole proprietor - CmcKenna Consulting. Providing evaluations/sentencing memorandums for courts

VOLUNTEER/COMMUNITY

Seacoast Suicide Prevention Coalition - 2012- - 2014. Co-facilitation/suicide survivor group and coordination of suicide prevention efforts on the NH seacoast.

Seacoast Hospice, a Division of Beacon - 2009 - 2012, 2018-Specialization in bereavement work.

Friends of Hyder Family Hospice House - 2015 - 2017, 2019-2023, Board of Directors

Dover Adult Learning Center, Board of Directors (2010 - 2011)

Leadership Seacoast, Class of 2009

NASW - NH, Board of Directors (2012)

Seacoast Suicide Prevention Coalition (2012)

New England Association of Recovery Court Professionals, 2015-current, Board of Directors

NHADACA (NH Affiliated of NAADC) – Board-member, 2020, Secretary, 2020, President-Elect, 2023

NAADAC - JEDI committee member 2024

AWARDS

NH Task Force on Women and Recovery - June 2006. Recognition for community work with addicted and recovering women.

NH Children's Trust Fund - February 2008, Hero Award

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: NH Alcohol and Drug Abuse Counselors Association

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Dianne Castrucci	Executive Director	\$55,164.00	\$91,940.00
Emily Kannenberg	Training Director	\$59,529.60	\$66,144.00
Stephanie Bean	Office Manager	\$34,394.75	\$52,915.00
Destiny Heery	Development Director	\$39,208.00	\$60,320.00
Diane Fontneau	Board President	\$0.00	\$0.00
Christine McKenna	Board President Elect	\$0.00	\$0.00
		\$0.00	\$0.00