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Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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

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

November 20, 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 **Retroactive** amendment to an existing contract with Blue Heron Neurofeedback and Counseling, LLC (VC# 362670), North Conway, NH, to continue providing behavioral-based intervention Contingency Management programming for individuals diagnosed with Opioid and/or Stimulant Disorder, by exercising a contract renewal option by increasing the total price limitation by \$50,000 from \$344,907 to \$394,907 and extending the completion date from September 29, 2024 to September 29, 2025, effective retroactive to September 30, 2024 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on April 12, 2023, item #13, and most recently amended on September 20, 2023, item #46.

Funds are available in the following accounts for State Fiscal Year (SFY) 2025 and are anticipated to be available in SFY 2026, 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 **Retroactive** to avoid delays or gaps that would result in reduced or loss of access and supports for individuals in need of these critical services. The Federal awarding agency notified the Department on September 24, 2024, of the availability of funding beyond the contract completion date of September 29, 2024. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the contract expiring.

The purpose of this request is for the Contractor to continue implementing Contingency Management Programs, which have shown to contribute to a reduction in non-prescribed drug use and potentially dangerous behaviors while motivating individuals to receive treatment and follow a prescribed medication plan.

Approximately 15 individuals will be served through September 2025.

The Contractor will continue carrying out Contingency Management Programs that maintain fidelity with the existing evidentiary outpatient and inpatient substance use disorder programs. These programs focus on positive reinforcement for achieving treatment milestones including, but not limited to, treatment session attendance, consistent use of prescribed medications for health conditions as applicable, and for passing opioid screening tests.

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

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

Source of Federal Funds: Assistance Listing Number #93.788, FAIN# H79TI087843.

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

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

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

Vendor Name: Blue Heron

Vendor # 362670

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	074-500589	Welfare Assistance	92057059	\$93,305.00	\$0.00	\$93,305.00
2024	074-500589	Welfare Assistance	92057059	\$58,946.00	\$0.00	\$58,946.00
2024	074-500589	Welfare Assistance	92057062	\$144,492.00	\$0.00	\$144,492.00
2025	074-500589	Welfare Assistance	92057062	\$48,164.00	\$0.00	\$48,164.00
2025	074-500589	Welfare Assistance	92057070	\$0.00	\$37,500.00	\$37,500.00
2026	074-500589	Welfare Assistance	92057070	\$0.00	\$12,500.00	\$12,500.00
		Sub Total		\$344,907.00	\$50,000.00	\$394,907.00

<b>Overall Total</b>	\$344,907.00	\$50,000.00	\$394,907.00
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 12, 2023 (Item #13), as amended on September 20, 2023 (Item #46), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$394,907
3. Modify Exhibit B, Scope of Services; Section 1.26. Reporting, to read:

1.26. Reporting

- 1.26.1. The Contractor must provide the Department with client-level, non-identifiable data that supports contract deliverables. The Contractor must ensure client-level, non-identifiable data excludes information allowing the individual to be identified or constructively identified. Constructively identified, means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. The Contractor must provide non-identified data from which there is no reasonable basis to believe that the data used alone or in combination with other reasonably available information, could be used to identify an individual who is a subject of the information.
- 1.26.2. The Contractor must ensure compliance with 42 CFR Part 2 and confidentiality consent, notices, and requirements, as applicable to any data collected or reported.
- 1.26.3. The Contractor must collect data on services provided through this Agreement to ensure progress towards program goals and deliverables. The Contractor must ensure data includes:
  - 1.26.3.1. Demographics;
  - 1.26.3.2. Number of individuals served;
  - 1.26.3.3. Number of sessions individuals attended;
  - 1.26.3.4. Number of individuals completing the CMP;
  - 1.26.3.5. Number of individuals not completing the CMP and reason(s) for non-

completion;

- 1.26.3.6. Number and cost of incentives provided, per individual; and
  - 1.26.3.7. Other CMP data as determined and requested by the Department.
  - 1.26.4. The Contractor must submit monthly CMP Participant Survey results to the Department, in a format approved by the Department. The Contractor must ensure survey results data is aggregate and non-identifiable.
  - 1.26.5. The Contractor must submit monthly reports to the Department, on the 3rd working day of the following month, in a format and via a secure method approved by the Department, inclusive of the Department-approved Closed Loop Referral platform, as applicable. The Contractor must ensure reports include:
    - 1.26.5.1. Client-level, de-identified data as indicated above;
    - 1.26.5.2. Required data points specific to the SOR grant, as identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and requested by the Department over the grant period; and
    - 1.26.5.3. Naloxone distribution.
  - 1.26.6. The Contractor may be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA including PII.
  - 1.26.7. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.
4. Modify Exhibit B, Scope of Services; Section 1.29. State Opioid Response (SOR) Grant Standards, to read:

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

- 1.29.1. The Contractor must ensure they, and any provider which referrals are made to:
  - 1.29.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;
  - 1.29.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;
  - 1.29.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
  - 1.29.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
- 1.29.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 1.29.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:

1.29.3.1. Treatment in this context includes the treatment of OUD/StimUD;

1.29.3.2. Grant funds are not provided to any individual or organization that

provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and

- 1.29.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
  - 1.29.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
    - 1.29.4.1. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
      - 1.29.4.1.1. Internal policies for the distribution of test strips.
      - 1.29.4.1.2. Distribution methods and frequency.
      - 1.29.4.1.3. Other key data as requested by the Department.
    - 1.29.4.2. The Contractor must provide services to eligible individuals who:
      - 1.29.4.2.1. Receive MOUD services from other providers, including the individual's primary care provider;
      - 1.29.4.2.2. Have co-occurring substance use and mental health disorders; or
      - 1.29.4.2.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
  - 1.29.5. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
  - 1.29.6. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
  - 1.29.7. The Contractor must collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve Government Performance Results Act (GPRA) collection.
  - 1.29.8. The Contractor must comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
5. Modify Exhibit B, Scope of Services; by adding Section 1.30, to read:

1.30. The Contractor shall utilize the Department's closed loop referral solution, and if applicable, the admission, discharge, and transfer solution (referred to collectively as the NH Care Connections Network) for referrals between health and/or human service providers within New Hampshire as the option for referral management and care connections. Utilization includes inputting information and data as necessary into the Department's NH Care Connections Network to facilitate referrals to participating providers, signing any required Network Participation Agreement, and obtaining a participant specific consent for services, including, as required by 42 CFR Part 2.31 identifying all uses and disclosures of the individual's Part 2 record or information by the NHCCN.

1.30.1. The Department's contracts for the NH Care Connections Network incorporate all the costs of developing and maintaining the standards based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may opt to interface with the Department's closed loop referral solution, and if applicable, the admission, discharge, and transfer solution utilizing a Smart on-

FHIR or HL-7 standard interface process to connect individuals to health and social service providers. The costs for the Contractor's system or team to develop or utilize the standard Smart of FHIR or HL-7 based interface are the sole responsibility of the Contractor.

6. Modify Exhibit B, Scope of Services; by adding Section 1.31. Government Performance Results Act, to read:

**1.31. Government Performance Results Act**

- 1.31.1. The Contractor must administer or coordinate the administration of Government Performance Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010 initial interview and associated follow-ups at six (6) months and discharge for all individuals receiving program services.
- 1.31.2. The Contractor must provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the GPRA, and the use and disclosure of the Part 2 information or other PHI required in order to complete the GPRA. The Contractor must also provide staff training regarding the confidentiality of the identifiable information included in the GPRA.
- 1.31.3. The Contractor must provide or coordinate ongoing follow-up and support of individuals engaged in services until a discharge GPRA interview is completed. The Contractor must ensure:
  - 1.31.3.1. Staff confirms a confidential means of communicating with each individual engaged in services to provide or coordinate ongoing follow up and support;
  - 1.31.3.2. Contact with each individual is attempted during a time when the individual would normally be available. Contact must be made in person, by telephone, or by an alternative method approved by the Department, according to the following guidelines:
    - 1.31.3.2.1. If the first contact attempt is not successful, a second contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the first attempt; and
    - 1.31.3.2.2. If the second contact attempt is not successful, a third contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the second attempt;
  - 1.31.3.5. Each successful contact must include, but not be limited to:
    - 1.31.3.5.1. Inquiring on the status of each individual's recovery and experience with their external service provider.
    - 1.31.3.5.2. Identifying individual needs.
    - 1.31.3.5.3. Assisting the individual with addressing identified needs.
    - 1.31.3.5.4. Providing early intervention to individuals who have resumed use;
  - 1.31.3.6. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the Contractor must proceed in alignment with their crisis response policy and procedure; and
  - 1.31.3.7. All efforts of contact are clearly documented in the individual's electronic health record, or in a format approved by the Department, and are

available to the Department upon request.

- 1.31.4. The Contractor must ensure the GPRA interviews are attempted at the following intervals:
    - 1.31.4.1. At the time of intake or no later than seven (7) calendar days after intake;
    - 1.31.4.2. Five (5) to eight (8) months post intake. The window for this interview opens five (5) months after the intake interview; and
    - 1.31.4.3. Upon discharge from the initially referred service.
  - 1.31.5. The Contractor must ensure completed GPRA data is entered into the Department-approved system, at a minimum of the following intervals:
    - 1.31.5.1. At the time of intake or no later than seven (7) calendar days after the GPRA interview is conducted;
    - 1.31.5.2. Five (5) to eight (8) months post intake; and
    - 1.31.5.3. Upon discharge from the initially referred service.
  - 1.31.6. The Contractor must document any loss of contact with participants in the Department-approved system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.
  - 1.31.7. The Contractor must ensure contingency management strategies are utilized to increase participant engagement in follow-up GPRA interviews. Contingency management strategies may include, but are not limited to, gift cards provided to individuals for follow-up participation at each follow-up interview. The Contractor must ensure gift cards:
    - 1.31.7.1. Do not exceed \$30 in value, in accordance with federal guidelines, set forth by SAMHSA; and
    - 1.31.7.2. Are used solely to incentivize GPRA interview completion and not used to incentivize participation in treatment.
  - 1.31.8. The Contractor must meet with the Department within 60 business days of the contract effective date to review contract deliverables, grant guidelines, and implementation for the Agreement.
7. Modify Exhibit C, Payment Terms, Section 1, to read:
1. This Agreement is funded with 100% Federal funds from the State Opioid Response (SOR) Grant, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Assisted Listing Number (ALN) 93.788, as awarded on:
    - 1.1. 08/29/2022, FAIN H79TI083326;
    - 1.2. 09/01/2023, FAIN H79TI085759; and
    - 1.3. 09/24/2024, FAIN H79TI087843
8. Modify Exhibit C, Payment Terms, Section 5, to read:
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2023 Budget through Exhibit C-6, Amendment #2, SFY 2026 Budget.
9. Add Exhibit C-5, Budget Sheet – Amendment #2, SFY 2025, which is attached <sup>PS</sup>here<sub>to</sub> and

incorporated by reference herein.

10. Add Exhibit C-6, Budget Sheet – Amendment #2, SFY 2026, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2024, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

11/26/2024

Date

DocuSigned by:  
*Katja S. Fox*  
ED8D05B04C83442...  
Name: Katja S. Fox  
Title: Director

Blue Heron Neurofeedback and Counseling, LLC

11/25/2024

Date

DocuSigned by:  
*Stacie Leclerc*  
3D482E55A4FEA94...  
Name: Stacie Leclerc  
Title: Owner

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

OFFICE OF THE ATTORNEY GENERAL

12/3/2024

Date

DocuSigned by:  
*Robyn Guarino*

748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services		
Contractor Name: <i>Blue Heron Neurofeedback &amp; Counseling, LLC</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period <i>9/30/2024 - June 30, 2025</i>		
Indirect Cost Rate (if applicable) <i>0%</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$22,500	Staff CM Time
2. Fringe Benefits		
3. Consultants		
4. Equipment	\$2,602	Key personal computers
5.(a) Supplies - Educational CM Rewards	\$4,725	Goal of 7 people per month at \$75 each
5.(b) Supplies - Lab	\$2,835	UA Test cups & Swabs
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office		
6. Travel		
7. Software	\$2,918	EHR Software for CM Program
8. (a) Other - Marketing/ Communications		
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
<i>Occupancy</i>		
<i>Telephone &amp; Internet</i>		
<i>Postage</i>		
<i>License</i>		
<i>Limited English Services</i>	\$1,500	Translator
<i>Insurance</i>	\$420	Liability and Workman's Comp Ins for Key employee
9. Subcontractors/Agreements		
<b>Total Direct Costs</b>	<b>\$37,500</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$37,500</b>	

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11/25/2024

New Hampshire Department of Health and Human Services		
Contractor Name: <i>Blue Heron Neurofeedback &amp; Counseling, LLC</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period: <i>7/1/2025 - September 29, 2025</i>		
Indirect Cost Rate (if applicable): 0%		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$7,500	Staff CM Time
2. Fringe Benefits		
3. Consultants		
4. Equipment		
5.(a) Supplies - Educational CM Rewards	\$1,575	Goal of 7 people per month at \$75 each
5.(b) Supplies - Lab	\$900	UA Test cups & Swabs
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office		
6. Travel		
7. Software	\$972	EHR Software for CM project
8. (a) Other - Marketing/ Communications		
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Occupancy		
Telephone & Internet		
Postage		
License		
Limited English Services	\$1,409	Translator
Insurance	\$144	Liability & WC Insurance
9. Subcontractors/Agreements		
<b>Total Direct Costs</b>	<b>\$12,500</b>	
<b>Total Indirect Costs</b>		
<b>TOTAL</b>	<b>\$12,500</b>	

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11/25/2024

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 811958

Certificate Number: 0006807298



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of November 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, Stacie Leclerc (Name), hereby certify that I am the sole Partner, Member or Manager and the sole officer of Blue Heron Neurofeedback and Counseling, a limited liability a limited liability company under RSA 304-C.

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

DATED: 11/18/2024

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





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

46

Lori A. Weaver  
 Commissioner

Katja S. Fox  
 Director

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August 28, 2023

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

**REQUESTED ACTION**

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

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Blue Heron Neurofeedback and Counseling, LLC	362670	Statewide	\$152,251	\$192,658	\$344,907
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	\$54,005	\$68,336	\$122,341
Hope on Haven Hill, Inc.	275119-B001	Statewide	\$69,550	\$88,008	\$157,558
		<b>Total:</b>	<b>\$275,806</b>	<b>\$349,000</b>	<b>\$624,806</b>

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

See attached fiscal details.

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

### EXPLANATION

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

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

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

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

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

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

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

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

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

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

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

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

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

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

Vendor # **154112**

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

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

Vendor # **275119**

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

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

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

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 29, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$344,907
3. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.29, State Opioid Response (SOR) Grant Standards, to read:
  - 1.29. State Opioid Response (SOR) Grant Standards
    - 1.29.1. The Contractor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
    - 1.29.2. The Contractor must ensure all referrals of individuals to the Doorways are:
      - 1.29.2.1. Completed and documented in the individual's file; and
      - 1.29.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.
    - 1.29.3. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
    - 1.29.4. The Contractor must coordinate completion of Government Performance Results Act (GPRA) initial interview and associated follow-ups at six (6) months and discharge for individuals referenced previously.
    - 1.29.5. The Contractor must submit a detailed plan within thirty (30) days of contract effective date for ensuring GPRA completion for all clients receiving SOR funding.
    - 1.29.6. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor shall ensure:
      - 1.29.6.1. Treatment in this context includes the treatment of OUD/StimUD.

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

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

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

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

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

6. Modify Exhibit C, Payment Terms, Section 8, Subsection 8.1, Paragraph 8.1.3, Subparagraph

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

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

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

9/1/2023

Date

State of New Hampshire  
Department of Health and Human Services

DocuSigned by:

*Katja S. Fox*

ED9D5804C3342

Name: Katja S. Fox

Title: Director

Blue Heron Neurofeedback and Counseling, LLC

9/1/2023

Date

DocuSigned by:

*Stacie Leclerc*

2D4A3E55AEE104

Name: Stacie Leclerc

Title: Owner

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

OFFICE OF THE ATTORNEY GENERAL

9/1/2023

Date

DocuSigned by:

*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services		
Contractor Name: <i>Blue Heron Neurofeedback &amp; Counseling, LLC</i>		
Budget Request for: <i>Contingency Management Program</i>		
Budget Period <i>9/30/2023 - June 30, 2024</i>		
Indirect Cost Rate (if applicable) <i>6%</i>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$115,798	
2. Fringe Benefits	\$434	
3. Consultants		
4. Equipment	\$491	
5.(a) Supplies - Educational/CM Rewards	\$7,449	
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office	\$651	
6. Travel	\$248	
7. Software	\$1,971	
8. (a) Other - Marketing/ Communications	\$1,890	
8. (b) Other - Education and Training	\$470	
8. (c) Other - Other (specify below)		
<i>Occupancy</i>	\$3,641	
<i>Telephone &amp; Internet</i>	\$570	
<i>Postage</i>	\$96	
<i>License</i>	\$112	
<i>Limited English Services</i>	\$356	
<i>Insurance</i>	\$473	
9. Subcontractors/Agreements	\$1,808	
<b>Total Direct Costs</b>	<b>\$138,256</b>	
<b>Total Indirect Costs</b>	<b>\$8,236</b>	
<b>TOTAL</b>	<b>\$144,492</b>	

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9/1/2023

New Hampshire Department of Health and Human Services		
Contractor Name: <u>Blue Heron Neurofeedback &amp; Counseling, LLC</u>		
Budget Request for: <u>Contingency Management Program</u>		
Budget Period <u>July 1, 2024 through September 29, 2024</u>		
Indirect Cost Rate (if applicable) <u>6%</u>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative-- <i>Explain specific line item costs included and their direct relationship</i>
1. Salary & Wages	\$36,598	
2. Fringe Benefits	\$145	
3. Consultants		
4. Equipment	\$184	
5.(a) Supplies - Educational CM Rewards	\$2,483	
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office	\$217	
6. Travel	\$83	
7. Software	\$857	
8. (a) Other - Marketing/ Communications	\$630	
8. (b) Other - Education and Training	\$157	
8. (c) Other - Other (specify below)		
Occupancy	\$1,214	
Telephone & Internet	\$190	
Postage	\$32	
License	\$37	
Limited English Services	\$119	
Insurance	\$158	
9. Subcontractors/Agreements	\$535	
<b>Total Direct Costs</b>	<b>\$45,419</b>	
<b>Total Indirect Costs</b>	<b>\$2,745</b>	
<b>TOTAL</b>	<b>\$48,164</b>	

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9/1/2023

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

Lori A. Weaver  
Interim Commissioner

Katja S. Fox  
Director

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

March 15, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed \$275,806 to provide behavioral-based intervention, Contingency Management programming, for individuals with a diagnosed Opioid and/or Stimulant Use Disorder, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 28, 2023. 100% Federal Funds.

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

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

See attached fiscal details.

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

Source of Federal Funds: Assistance Listing Number CFDA 93.788, FAIN H79T1083326

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 FISCAL DETAILS SHEET

05-85-82-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV,  
 BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT  
 100% Federal Funds, \_% General Funds, \_% Other Funds (Name of Source)

Vendor Name: Blue Heron

Vendor # 362670

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

Vendor Name: Greater Nashua Mental Health

Vendor # 154112-B001

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

Vendor Name: Hope on Haven H2

Vendor # 275119-B001

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

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

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

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

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

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

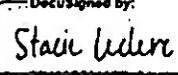
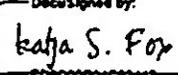
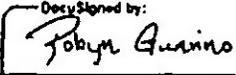
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

**Scope of Services**

**1. Statement of Work**

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

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

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

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

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

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

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

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

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

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

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

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

**1.24. CMP Aftercare Surveys**

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

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

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

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

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

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

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

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

**1.25. Data Entry Requirements**

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

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

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

of the information;

- 1.25.1.2. Regulated or identifiable data is not handled or stored on behalf of the Department; and
- 1.25.1.3. Personally identifiable client information, protected health information, SUD, or other state or federally regulated information is not shared with the Department verbally, digitally, or in hard copy in association with this contract.
- 1.25.2. The Contractor must Work with the Department's Contractor, Arkansas Foundation for Medical Care Inc. (AFMC), to obtain authorization to enter CMP data into AFMC's REDCap system, which will be used by AFMC to provide aggregate reporting to the Department.
- 1.25.3. The Contractor must enter aggregate, non-identifiable CMP data into the AFMC system on a monthly basis. The Contractor must ensure data entered includes:
  - 1.25.3.1. Demographics;
  - 1.25.3.2. Number of individuals served;
  - 1.25.3.3. Number of CMP sessions attended per individual;
  - 1.25.3.4. Number of individuals who completed the CMP;
  - 1.25.3.5. Number of individuals who did not complete the CMP and reason(s) for non-completion;
  - 1.25.3.6. Type, number, and cost of gift cards provided, per individual; and
  - 1.25.3.7. Other CMP data as determined and requested by the Department.

**1.26. Reporting**

- 1.26.1. The Contractor must submit monthly reports to the Department, in a format approved by the Department. The Contractor must ensure monthly CMP reports include only aggregate and non-identifiable data including:
  - 1.26.1.1. Demographics;
  - 1.26.1.2. Number of individuals served;
  - 1.26.1.3. Number of sessions individuals attended;
  - 1.26.1.4. Number of individuals completing the CMP;
  - 1.26.1.5. Number of individuals not completing the CMP and reason(s) non-completion;

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

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

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

1.27.3.2. Assisting Participants with obtaining incentives, as applicable.

**1.28. Performance Measures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**StimUD.**

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

**2. Exhibits Incorporated**

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

**3. Additional Terms**

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

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

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

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

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

**3.3. Credits and Copyright Ownership**

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

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

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

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

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

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

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

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

**4. Records**

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

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

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

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

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

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

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

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examination, excerpts and transcripts.

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

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

**Payment Terms**

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

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

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

8. The Contractor must ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices must not include any client protected health information or personally identifiable information and shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor must ensure:
  - 8.1. Backup documentation includes, but is not limited to:
    - 8.1.1. General Ledger showing revenue and expenses for the contract.
    - 8.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
      - 8.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      - 8.1.2.2. Attestation and time tracking templates, which are available from the Department upon request.
    - 8.1.3. Invoices supporting expenses reported.
      - 8.1.3.1. Unallowable expenses include, but are not limited to:
        - 8.1.3.1.1. Amounts belonging to other programs.
        - 8.1.3.1.2. Amounts prior to effective date of contract.
        - 8.1.3.1.3. Construction or renovation expenses.
        - 8.1.3.1.4. Food or water.
        - 8.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
        - 8.1.3.1.6. Fines, fees, or penalties.
        - 8.1.3.1.7. Cell phones and cell phone minutes for clients.
    - 8.1.4. Receipts for expenses within the applicable state fiscal year.
    - 8.1.5. Cost center reports.
    - 8.1.6. Profit and loss report.
    - 8.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
    - 8.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

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

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

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

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

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

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Blue Heron Neurofeedback &amp; Counseling, LLC</u>	
Budget Request for: <u>Contingency Management Program</u>	
Budget Period: <u>2/1/2023-5/30/2023</u>	
Indirect Cost Rate (if applicable): <u>6.67%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$79,296
2. Fringe Benefits	\$297
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$336
5.(e) Supplies - Educational CM Rewards	\$5,100
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies - Office	\$448
6. Travel	\$170
7. Software	\$1,350
8. (a) Other - Marketing/ Communications	\$1,294
8. (b) Other - Education and Training	\$322
8. (c) Other - Other (specify below)	
Occupancy	\$2,493
Telephone & Internet	\$390
Postage	\$66
Licenses	\$77
Limited English Services	\$244
Insurance	\$324
9. Subcontractors/Agreements	\$1,100
<b>Total Direct Costs</b>	<b>\$87,469</b>
<b>Total Indirect Costs</b>	<b>\$5,836</b>
<b>TOTAL</b>	<b>\$93,305</b>

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 3/20/2023

RFP-2023-08H-08-EFFEC-01

Exhibit C-2  
 SFY24 Budget

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Blue Horon Neurofeedback &amp; Counseling, LLC</i>	
Budget Request for: <i>Contingency Management Program</i>	
Budget Period: <i>7/1/2023-9/29/2023</i>	
Indirect Cost Rate (if applicable): <i>6.30%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$50,544
2. Fringe Benefits	\$178
3. Consultants	\$0
4. Equipment	\$201
5.(a) Supplies - Educational CMI Rewards	\$3,080
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$267
6. Travel	\$102
7. Software	\$810
8. (a) Other - Marketing/ Communications	\$776
8. (b) Other - Education and Training	\$193
8. (c) Other - Other (specify below)	
Occupancy	\$1,495
Telephone & Internet	\$234
Postage	\$40
License	\$46
Limited English Services	\$146
Insurance	\$194
9. Subcontractors/Agreements	\$680
<b>Total Direct Costs</b>	<b>\$55,446</b>
<b>Total Indirect Costs</b>	<b>\$3,500</b>
<b>TOTAL</b>	<b>\$58,946</b>

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3/20/2023

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

Vendor Name: Blue Heron Neurofeedback and Counseling

DocuSigned by:

*Stacie Leduc*

Name: Stacie Leduc

Title: Owner

3/20/2023

Date



New Hampshire Department of Health and Human Services  
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

*Stacie Leclerc*

Name: Stacie Leclerc

Title: Owner

SL

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract):

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

Stacie Leclerc

Name: Stacie Leclerc

Title: Owner

Contractor Initials

SL

Date 3/20/2023

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

Stacie Leclerc

Name: Stacie Leclerc

Title: Owner

Exhibit G

Contractor Initials

SL

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

*Stacie Leclerc*

Name: Stacie Leclerc

Title: Owner

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Blue Heron Neurofeedback and Counseling

3/20/2023

Date

DocuSigned by:

Stacie Leclerc

Name: Stacie Leclerc

Title: owner

Contractor Initials

SL

Date 3/20/2023

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The UEI (SAM.gov) number for your entity is: 121842254
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____