



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

June 9, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with Headrest (VC#175226-R001), Lebanon, NH, to continue providing 988 Suicide and Crisis Lifeline services, by increasing the price limitation by \$613,920 from \$2,656,602 to \$3,270,522 and by extending the completion date from June 30, 2025 to December 31, 2025, effective July 1, 2025, upon Governor and Council approval. 80% Federal Funds. 20% General Funds.

The original contract was approved by Governor and Council on January 22, 2020 (Item #14) as amended on May 19, 2021 (Item #20), June 29, 2022 (Item #30), June 14, 2023 (Item #40), and most recently amended on April 10, 2024 (Item #19).

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

See Attached Fiscal Details

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is New Hampshire's primary 988 Lifeline Center accepting 988 suicide and crisis lifeline calls, texts and chats from the national lifeline network. This Contractor is accredited through Vibrant Emotional Health, which is the Substance Abuse and Mental Health Services Administration's identified Administrator of the National Suicide Prevention Lifeline. The Department plans to solicit for 988 Suicide and Crisis Lifeline services and requests to extend the current contract beyond the available renewal options in order to avoid a gap in critical suicide prevention and intervention services.

The purpose of this request is for the Contractor to continue providing call, text, and chat functions for the 988 Lifeline 24 hours per day, seven (7) days per week, 365 days per year. The 988 Lifeline offers free and confidential emotional support to people in a suicidal crisis or emotional distress. The Contractor's trained staff provide crisis intervention, suicide intervention, information and referral services, and coordinate with the Department's behavioral health Rapid Response Access Point Contractor, when necessary, to dispatch Rapid Response (mobile crisis) Teams.

Headrest serves as New Hampshire's primary 988 Lifeline center, answering calls and handling all 988 text and chats for the state. New Hampshire operates two call centers that answer 988 lifeline calls and operate the New Hampshire Rapid Response Access point, which can deploy mobile crisis teams to people who need immediate in-person support.

The service demonstrates strong performance and critical impact:

- The two **New Hampshire call centers assisted individuals over 46,000** times via phone, text, and/or chat in calendar year 2024.
- New Hampshire achieves approximately 80% in-state answer rate for 988 contacts.
- Nationally, about **98% of people who contact the 988 Lifeline receive the support they need without requiring additional services.**
- In 2024, 2,168 NH Veteran contacts received specialized support through integration with the Veterans Crisis Line.
- Approximately 5,500 individuals will be served during the six-month extension period (July 1, 2025, through December 31, 2025).

Given that **suicide is a leading cause of death in New Hampshire for ages 10-34 and the state's suicide rate exceeds the national average**, maintaining uninterrupted access to these services is critical for public safety.

This six-month sole source extension will maintain continuous, life-saving crisis services while conducting a procurement. Any gap in 988 services could result in individuals in crisis being unable to access immediate support.

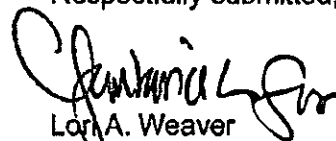
This extension will allow for the issuance of a Request for Applications (RFA) to ensure a competitive and transparent process for selecting future service providers. The Department will continue to monitor services by reviewing the monthly reports submitted by the Contractor.

This approach maintains service continuity while upholding procurement integrity and potentially improving service delivery through competitive selection.

Area served: Statewide.

Source of Federal Funds: ALN 93.243, FAIN H79FG001183.

-Respectfully submitted,



Lori A. Weaver
Commissioner

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

**05-95-92-922010- 41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH - DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT
100% General Funds**

Headrest

Vendor #175226-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	92204117	\$200,000	\$0	\$200,000
2021	102-500731	Contracts for Prog Svc	92204117	\$200,000	\$0	\$200,000
2022	102-500731	Contracts for Prog Svc	92204117	\$230,000	\$0	\$230,000
2023	102-500731	Contracts for Prog Svc	92204117	\$200,000	\$0	\$200,000
2024	102-500731	Contracts for Prog Svc	92204117	\$250,000	\$0	\$250,000
2025	102-500731	Contracts for Prog Svc	92204117	\$250,000	\$0	\$250,000
2026	102-500731	Contracts for Prog Svc	92204117	\$0	\$125,000	\$125,000
Subtotal				\$1,330,000	\$125,000	\$1,455,000

**05-95-92-920010-25940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, 988 GRANT
100% Federal Funds**

Headrest

Vendor #175226-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Grants For Pub Asst And Rel	92012594	\$171,781	\$0	\$171,781
2024	074-500589	Grants For Pub Asst And Rel	92012594	\$164,982	\$0	\$164,982
2024	074-500589	Grants For Pub Asst And Rel	92032594	\$507,664	\$0	\$507,664
2025	074-500589	Grants For Pub Asst And Rel	92032594	\$470,175	\$0	\$470,175
2026	074-500589	Grants For Pub Asst And Rel	92032594	\$0	\$488,920	\$488,920
Subtotal				\$1,314,602	\$488,920	\$1,803,522

**05-95-92-922010- 41200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH - DIV OF, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT
100% Federal Funds**

Headrest

Vendor #175226-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Grants For Pub Asst And Rel	92254120	\$12,000	\$0	\$12,000
Subtotal				\$12,000	\$0	\$12,000
TOTAL				\$2,656,602	\$613,920	\$3,270,522

**State of New Hampshire
Department of Health and Human Services
Amendment #5**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2020 (Item #14) as amended on May 19, 2021 (Item #20), June 29, 2022 (Item #30), June 14, 2023 (Item #40), and most recently amended on April 10, 2024 (Item #19), 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:
December 31, 2025
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$3,270,522
3. Modify Exhibit A – Amendment #2, Scope of Services, by adding Section 2.21., to read:
2.21. The Contactor's Executive Director, and one staff member from both Program and Finance shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
4. Modify Exhibit A – Amendment #2, Scope of Services, by adding Section 2.22., to read:
2.22. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
5. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2 to read:
 2. This Agreement is funded by:
 - 2.1. 56% Federal Funds
 - 2.1.1. 1% Block Grants for Community Mental Health Services, as awarded on 5/17/21, by the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS), ALN 93.958, FAIN B09SM085371.
 - 2.1.2. 10% NH's strategy to address overall capacity, consistency, and quality of 988 services, as awarded by SAMHSA, CMHS on 4/15/22, ALN 93.243, FAIN H79SM086074; and on 9/27/23, FAIN H79FG001183.
 - 2.1.3. 45% FY 2023 Cooperative Agreements for States and Territories to Improve Local 988 Capacity, as awarded on 9/27/23, by SAMHSA, CMHS, ALN 93.243, FAIN H79FG001183.
 - 2.3. 44% General Funds.
 - 2.4. The Contractor shall use the funding in accordance with Exhibit A - Amendment #2, Scope of Services, Section 2.2.
6. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5.1 to read:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items as

specified in Exhibit B-1, Budget through Exhibit B-10, Amendment #5, Budget.

7. Add Exhibit B-10, Amendment #5, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,
State of New Hampshire
Department of Health and Human Services

6/5/2025

Date

DocuSigned by:

Katja S. Fox

ED9D63B04C03442...

Name: Katja S. Fox

Title: Director

Headrest

6/5/2025

Date

Signed by:

Judith Caprio

8E379A1C84BB4D6

Name: Judith Caprio

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/6/2025

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:

Exhibit B-10, Amendment #5, Budget

New Hampshire Department of Health and Human Services Contractor Name: Headrest Budget Request for: 988 Suicide and Crisis Lifeline services Budget Period: SFY 2026 Indirect Cost Rate (if applicable) 10%		
Line Item	Suicide Crisis Lifeline (SFY 2026)	988 Grant (SFY 2026)
1. Salary & Wages	\$79,572	\$306,420
2. Fringe Benefits	\$15,500	\$76,053
3. Consultants	\$1,000	\$28,584
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$2,000	\$0
5. Supplies - Office	\$500	\$1,247
6. Travel	\$2,500	\$798
7. Software	\$1,000	\$6,370
8. Marketing/ Communications	\$100	\$1,250
9. Education & Training	\$500	\$2,400
10. Insurance	\$3,050	\$7,038
11. Postage	\$201	\$194
12. Occupancy	\$4,000	\$4,310
13. Phone	\$400	\$1,500
14. Repair & Maintenance	\$0	\$5,000
15. Subscriptions	\$500	\$0
16. Audit & Legal	\$2,000	\$1,200
17. Subrecipient Contracts	\$0	\$0
18. Rental	\$250	\$1,060
19. Other	\$745	\$1,050
0	\$0	\$0
Total Direct Costs	\$113,818	\$444,473
Total Indirect Costs	\$11,182	\$44,447
Subtotals	\$125,000	\$488,920
TOTAL		\$613,920

Contractor Initials: 
 Date: 6/5/2025

State of New Hampshire

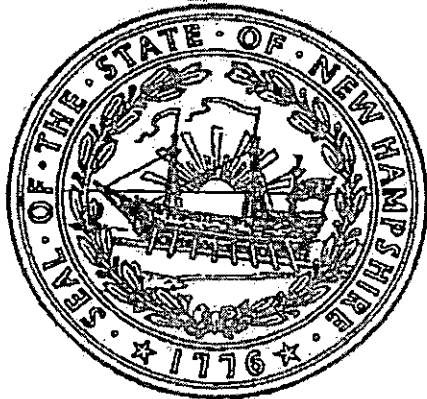
Department of State

CERTIFICATE

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

Business ID: 61466

Certificate Number: 0007147195



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 2nd day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Headrest, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 23, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

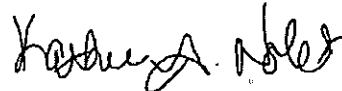
VOTED: That Judith Caprio, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 5/28/25



Signature of Elected Officer
Name: Kathie Nolet
Title: Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 45 Constitution Ave P.O. Box 511 Concord NH 03301 INSURED Headrest Inc DBA CAIP 14 Church Street Lebanon NH 03766	CONTACT NAME: PHONE (A/C, No, Ext): 800-238-3840 FAX (A/C, No): 603-224-8012 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Eastern Alliance Insurance Company</td> <td>10724</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Eastern Alliance Insurance Company	10724	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1304412276** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. JECT ☐ LOC ☒ OTHER: Empty Bnft Liab			PHPK2579889-018	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Employee benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2581145-018	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB873804-018	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	001-0000128046-2024A	7/15/2024	7/15/2025	PER STATUTE OTH-ER 3A: NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Abuse			PHPK2579889-018	7/15/2024	7/15/2025	Incident/Aggregate \$1M/\$2M Incident/Aggregate \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations usual to insured through out the policy term.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 Department of Health and Human Services
 129 Pleasant St
 Concord NH 03301
 United States

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

AUTHORIZED REPRESENTATIVE

Mission Statement

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

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023**Open to Public Inspection**

A For the 2023 calendar year, or tax year beginning <u>7/1/2023</u> and ending <u>6/30/2024</u>															
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization <u>Headrest, Inc.</u></td> </tr> <tr> <td colspan="2">Doing business as</td> </tr> <tr> <td>Number and street (or P.O. box if mail is not delivered to street address) <u>14 Church Street</u></td> <td>Room/suite</td> </tr> <tr> <td>City or town <u>Lebanon</u></td> <td>State <u>NH</u></td> </tr> <tr> <td colspan="2">ZIP code <u>03766</u></td> </tr> <tr> <td>Foreign country name</td> <td>Foreign province/state/county</td> </tr> <tr> <td colspan="2">Foreign postal code</td> </tr> </table>	C Name of organization <u>Headrest, Inc.</u>		Doing business as		Number and street (or P.O. box if mail is not delivered to street address) <u>14 Church Street</u>	Room/suite	City or town <u>Lebanon</u>	State <u>NH</u>	ZIP code <u>03766</u>		Foreign country name	Foreign province/state/county	Foreign postal code	
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H(c) Group exemption number															
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527															
J Website: <u>headrest.org</u>															
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other															
L Year of formation <u>1972 M State of legal domicile: <u>NH</u> </u>															

Part I Summary			
Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Provides information and referral, crisis intervention and other related services, counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.</u>	
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	7
	4	Number of independent voting members of the governing body (Part VI, line 1b)	7
	5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	48
	6	Total number of volunteers (estimate if necessary)	14
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0	
Revenue	8	Contributions and grants (Part VIII, line 1h)	342,647
	9	Program service revenue (Part VIII, line 2g)	1,804,208
	10	Investment income (Part VIII, column (A), lines 3-4, and d)	68
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,146,923
	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0
Expenses	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,771,101
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0
	b	Total fundraising expenses (Part IX, column (D), line 25)	43,408
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	654,018
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,425,119
	19	Revenue less expenses. Subtract line 18 from line 12	-278,196
	20	Total assets (Part X, line 16)	809,889
Net Assets or Fund Balances	21	Total liabilities (Part X, line 26)	338,706
	22	Net assets or fund balances. Subtract line 21 from line 20	471,183
	23		645,464

Part II Signature Block				
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.				
Sign Here	Signature of officer <u>Matt McKenney</u>	Date		
	Type or print name and title <u>President</u>			
Paid Preparer Use Only	Print/Type preparer's name <u>Eric C Rowley</u>	Preparer's signature	Date <u>5/15/2025</u>	Check ☐ if self-employed PTIN <u>XXXXXXXXXX</u>
	Firm's name <u>Rowley & Associates, PC</u>	Firm's EIN <u>XX-XXX2619</u>		
	Firm's address <u>46 N. State Street, Concord, NH 03301</u>	Phone no. <u>(603) 228-5400</u>		

May the IRS discuss this return with the preparer shown above? See instructions. ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2023)

HTA

Part III**Statement of Program Service Accomplishments**Check if Schedule O contains a response or note to any line in this Part III. ☐**1** Briefly describe the organization's mission:

Headrest, Inc. is a nonprofit corporation that provides information and referral, crisis intervention and other related services through the uses of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.**4a** (Code:) (Expenses \$ 1,307,807 including grants of \$) (Revenue \$ 1,987,664)

Outpatient Services - Provides education, treatment, and support to New Hampshire residents affected by their own or another's abuse of alcohol and/or other drugs. Services are provided to groups, individuals, and families.

4b (Code:) (Expenses \$ 461,770 including grants of \$) (Revenue \$)

Hotline/Clinical Managed Residential Detoxification - To inform, educate, and empower individuals to improve the quality of their lives by providing 24-hour crisis counseling and intervention, information and referral, and volunteer training and ongoing human service education. Also provides beds, food, and a safe place to stay so loggers can make informed decisions with an emphasis on recovery.

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4d** Other program services (Describe on Schedule O.)

(Expenses \$ 0 including grants of \$ 0) (Revenue \$ 0)

4e Total program service expenses 1,769,577

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A.	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? See instructions.	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I.		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II.		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? If "Yes," complete Schedule C, Part III.		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I.		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II.		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III.		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV.		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? If "Yes," complete Schedule D, Part V.		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI.	X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII.		X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII.		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX.		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X.	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X.	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII.	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional.		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E.		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV.		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV.		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV.		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I. See instructions.		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II.		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III.		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H.		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II.		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III.		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J.		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I.		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I.		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II.		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III.		X
28 Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV.		X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV.		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV.		X
29 Did the organization receive more than \$25,000 in noncash contributions? If "Yes," complete Schedule M.		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M.		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I.		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II.		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I.		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1.		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2.		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2.		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI.		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V. ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable.		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable.		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

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Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	48
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	17	

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Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI. ☒

Section A. Governing Body and Management

	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year. 1a 7		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
b Enter the number of voting members included on line 1a, above, who are independent. 1b 7		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? 2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? 3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? 4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets? 5		X
6 Did the organization have members or stockholders? 6		X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? 7a		X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? 7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body? 8a	X	
b Each committee with authority to act on behalf of the governing body? 8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O. 9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates? 10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? 11a	X	
b Describe on Schedule O the process, if any, used by the organization to review this Form 990. 12a	X	
12a Did the organization have a written conflict of interest policy? If "No," go to line 13. 12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? 12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done. 12c	X	
13 Did the organization have a written whistleblower policy? 13	X	
14 Did the organization have a written document retention and destruction policy? 14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official. 15a	X	
b Other officers or key employees of the organization. 15b		X
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? 16a		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? 16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NH

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records
Perry Eaton, Treasurer 603-448-4872
14 Church St, Lebanon, NH 03766

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual director or trustee	Institutional director or trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Judi Caprio Executive Director	40.00 0.00			X				91,812		
(2) Perry Eaton Treasurer	2.00 0.00	X		X						
(3) Matt McKenney President	2.00 0.00	X		X						
(4) John Vasant Vice President	1.00 0.00	X								
(5) Karl Ebbighausen Board Member	1.00 0.00	X								
(6) James Leiter Board Member	1.00 0.00	X								
(7) Kathie Nolet Secretary	1.00 0.00	X								
(8) Joan Vogel Board Member	1.00 0.00	X								
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal								91,812	0	0
c Total from continuation sheets to Part VII, Section A								0	0	0
d Total (add lines 1b and 1c)								91,812	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual.

	Yes	No
3		X

4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual.

4		X
----------	--	---

5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person.

5		X
----------	--	---

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
		0
		0
		0
		0
		0

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

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Part VIII**Statement of Revenue**Check if Schedule O contains a response or note to any line in this Part VIII. ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a 0			
	b	Membership dues	1b 0			
	c	Fundraising events	1c 0			
	d	Related organizations	1d 0			
	e	Government grants (contributions)	1e 103,710			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f 196,502			
	g	Noncash contributions included in lines 1a-1f	1g \$ 0			
	h	Total. Add lines 1a-1f	300,212			
Program Service Revenue	2a State Contracts		Business Code 621400	1,987,664	1,987,664	
	b	_____		0		
	c	_____		0		
	d	_____		0		
	e	_____		0		
	f	All other program service revenue		0		
	g	Total. Add lines 2a-2f	1,987,664			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		146		146
	4	Income from investment of tax-exempt bond proceeds		0		
	5	Royalties		0		
	6a	Gross rents	(i) Real (ii) Personal			
		b	Less: rental expenses			
		c	Rental income or (loss)	6c 0 0		
	d	Net rental income or (loss)		0		
	7a	Gross amount from sales of assets other than inventory	(i) Securities (ii) Other			
		b	Less: cost or other basis and sales expenses			
		c	Gain or (loss)	7c 0 0		
	d	Net gain or (loss)		0		
	8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1b). See Part IV, line 18				
		b	Less: direct expenses	8a 0 0		
		c	Net income or (loss) from fundraising events		0	
	9a	Gross income from gaming activities. See Part IV, line 19				
b		Less: direct expenses	9a 0 0			
c		Net income or (loss) from gaming activities		0		
10a	Gross sales of inventory, less returns and allowances					
	b	Less: cost of goods sold	10a 0 0			
	c	Net income or (loss) from sales of inventory		0		
Miscellaneous Revenue	11a _____		Business Code			
	b	_____		0		
	c	_____		0		
	d	All other revenue		0		
	e	Total. Add lines 11a-11d		0		
12	Total revenue. See instructions		2,288,022	1,987,664	0	146

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX. ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	0			
2	Grants and other assistance to domestic individuals. See Part IV, line 22	0			
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16	0			
4	Benefits paid to or for members	0			
5	Compensation of current officers, directors, trustees, and key employees	100,000	89,700	7,800	2,500
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0			
7	Other salaries and wages	1,144,052	1,026,215	89,236	28,601
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0			
9	Other employee benefits	207,476	186,106	16,183	5,187
10	Payroll taxes	100,166	89,849	7,813	2,504
11	Fees for services (nonemployees):				
a	Management	0			
b	Legal	1,500	0	1,500	0
c	Accounting	33,091	0	33,091	0
d	Lobbying	0			
e	Professional fundraising services. See Part IV, line 17	0			
f	Investment management fees	0			
g	Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	0		0	
12	Advertising and promotion	3,912	0	3,912	0
13	Office expenses	34,143	15,085	15,875	3,183
14	Information technology	0			
15	Royalties	0			
16	Occupancy	236,809	192,845	43,964	0
17	Travel	4,913	2,992	1,921	0
18	Payments of travel or entertainment expenses for any federal, state, or local public officials	0			
19	Conferences, conventions, and meetings	14,402	5,214	9,188	0
20	Interest	13,462	11,187	2,275	
21	Payments to affiliates	0			
22	Depreciation, depletion, and amortization	33,227	27,578	5,649	0
23	Insurance	57,322	51,418	4,471	1,433
24	Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a	Billing Services	49,794	49,794	0	0
b	Food	14,470	14,470	0	0
c	Membership dues and fees	8,558	0	8,558	0
d	Other Professional Fees	125,299	0	125,299	0
e	All other expenses Miscellaneous	7,124	7,124	0	0
25	Total functional expenses. Add lines 1 through 24e	2,189,720	1,769,577	376,735	43,408
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X. ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	0	1	
	2 Savings and temporary cash investments	261,637	2	125,555
	3 Pledges and grants receivable, net	0	3	0
	4 Accounts receivable, net	142,289	4	579,848
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	0	5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)	0	6	
	7 Notes and loans receivable, net	0	7	0
	8 Inventories for sale or use	0	8	
	9 Prepaid expenses and deferred charges	0	9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 918,634		
	b Less: accumulated depreciation	10b 469,785	405,963	10c 448,849
	11 Investments—publicly traded securities	0	11	0
	12 Investments—other securities. See Part IV, line 11	0	12	0
	13 Investments—program-related. See Part IV, line 11	0	13	0
	14 Intangible assets	0	14	0
	15 Other assets. See Part IV, line 11	0	15	0
16 Total assets. Add lines 1 through 15 (must equal line 33)	809,889	16	1,154,252	
Liabilities	17 Accounts payable and accrued expenses	74,653	17	256,030
	18 Grants payable	0	18	
	19 Deferred revenue	0	19	
	20 Tax-exempt bond liabilities	0	20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D	0	21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	0	22	
	23 Secured mortgages and notes payable to unrelated third parties	264,053	23	252,758
	24 Unsecured notes and loans payable to unrelated third parties	0	24	0
	25 Other liabilities (including federal income tax payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D	0	25	0
	26 Total liabilities. Add lines 17 through 25	338,706	26	508,788
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	471,183	27	584,646
	28 Net assets with donor restrictions	0	28	60,818
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds	0	29	
	30 Paid-in or capital surplus, or land, building, or equipment fund	0	30	
	31 Retained earnings, endowment, accumulated income, or other funds	0	31	
32 Total net assets or fund balances	471,183	32	645,464	
33 Total liabilities and net assets/fund balances	809,889	33	1,154,252	

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI. ☒ X

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,288,022
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,189,720
3	Revenue less expenses. Subtract line 2 from line 1	3	98,302
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	471,183
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	75,979
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	645,464

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII. ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A
(Form 990)**Public Charity Status and Public Support**

OMB No. 1545-0047

2023**Open to Public
Inspection**Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

Headrest, Inc.

Employer identification number

23-7256865

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations: _____
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total					0	0

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	563,059	809,839	600,818	342,647	300,212	2,616,575
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 Total. Add lines 1 through 3	563,059	809,839	600,818	342,647	300,212	2,616,575
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						2,616,575

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4	563,059	809,839	600,818	342,647	300,212	2,616,575
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	226	645	197	68	146	1,282
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
11 Total support. Add lines 7 through 10						2,617,857
12 Gross receipts from related activities, etc. (see instructions)					12	1,987,664
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f))	14	99.95%
15 Public support percentage from 2022 Schedule A, Part II, line 14	15	99.96%
16a 33 1/3% support test—2023. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☒
b 33 1/3% support test—2022. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☐
17a 10%-facts-and-circumstances test—2023. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
b 10%-facts-and-circumstances test—2022. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.

If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b	0	0	0	0	0	0
8 Public support. (Subtract line 7c from line 6.)						0

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b	0	0	0	0	0	0
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
13 Total support. (Add lines 9, 10c, 11, and 12.)	0	0	0	0	0	0
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ☐						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	0.00%
16 Public support percentage from 2022 Schedule A, Part III, line 15	16	0.00%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2023 (line 10c, column (f), divided by line 13, column (f))	17	0.00%
18 Investment income percentage from 2022 Schedule A, Part III, line 17	18	0.00%

19a 33 1/3% support tests—2023. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests—2022. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

- 11** Has the organization accepted a gift or contribution from any of the following persons?
- a** A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?
- b** A family member of a person described on line 11a above?
- c** A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in **Part VI**.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1** Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in **Part VI** how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2** Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in **Part VI** how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1** Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in **Part VI** how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1** Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2** Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? If "No," explain in **Part VI** how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3** By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in **Part VI** the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a** ☐ The organization satisfied the Activities Test. Complete line 2 below.
- b** ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.
- c** ☐ The organization supported a governmental entity. Describe in **Part VI** how you supported a governmental entity (see instructions).

2 Activities Test. Answer lines 2a and 2b below.

- a** Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in **Part VI** identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b** Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.

	Yes	No
2a		
2b		

3 Parent of Supported Organizations. Answer lines 3a and 3b below.

- a** Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in **Part VI**.
- b** Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in **Part VI** the role played by the organization in this regard.

3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4	0	0
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	0	0
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d	0	0
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3	0	0
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	0	0
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5	0	0
6 Multiply line 5 by 0.035.	6	0	0
7 Recoveries of prior-year distributions	7	0	0
8 Minimum Asset Amount (add line 7 to line 6)	8	0	0
Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		0
2 Enter 0.85 of line 1.	2		0
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		0
4 Enter greater of line 2 or line 3.	4		0
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		0
7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	0
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2023 from Section C, line 6	0
10	Line 8 amount divided by line 9 amount	0.000

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2023	(iii) Distributable Amount for 2023
1	Distributable amount for 2023 from Section C, line 6			0
2	Underdistributions, if any, for years prior to 2023 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2023			
a	From 2018	0		
b	From 2019	0		
c	From 2020	0		
d	From 2021	0		
e	From 2022	0		
f	Total of lines 3a through 3e	0		
g	Applied to underdistributions of prior years		0	
h	Applied to 2023 distributable amount			0
i	Carryover from 2018 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.	0		
4	Distributions for 2023 from Section D, line 7: \$	0		
a	Applied to underdistributions of prior years		0	
b	Applied to 2023 distributable amount			0
c	Remainder. Subtract lines 4a and 4b from line 4.	0		
5	Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		0	
6	Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			0
7	Excess distributions carryover to 2024. Add lines 3j and 4c.	0		
8	Breakdown of line 7:			
a	Excess from 2019	0		
b	Excess from 2020	0		
c	Excess from 2021	0		
d	Excess from 2022	0		
e	Excess from 2023	0		

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Electronic Filing Only

**SCHEDULE D
(Form 990)**Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023**Open to Public
Inspection**

Name of the organization

Headrest, Inc.

Employer identification number

23-7256865

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		☐ Yes ☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply). ☐ Preservation of land for public use (for example, recreation or education) ☐ Protection of natural habitat ☐ Preservation of open space ☐ Preservation of a historically important land area ☐ Preservation of a certified historic structure	
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.	
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included on line 2a	2c
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year	
4 Number of states where property subject to conservation easement is located	
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?	☐ Yes ☐ No
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year	
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year	
8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?	☐ Yes ☐ No
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.	

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.	
b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.	
(i) Revenue included on Form 990, Part VIII, line 1	\$
(ii) Assets included in Form 990, Part X	\$
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items.	
a Revenue included on Form 990, Part VIII, line 1	\$
b Assets included in Form 990, Part X	\$

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition

d ☐ Loan or exchange program

b ☐ Scholarly research

e ☐ Other _____

c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table.

c Beginning balance

d Additions during the year

e Distributions during the year

f Ending balance

	Amount
1c	0
1d	
1e	
1f	0

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☒ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII. ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	0	0	0	0	0
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance	0	0	0	0	0

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____ %

b Permanent endowment _____ %

c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations

(ii) Related organizations

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	0	19,010		19,010
b Buildings	0	599,327	236,590	362,737
c Leasehold improvements	0	0	0	0
d Equipment	0	300,297	233,195	67,102
e Other	0	0	0	0
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B)).				448,849

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives	0	
(2) Closely held equity interests	0	
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, line 12, col. (B)).	0	

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, line 13, col. (B)).	0	

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B)).	0

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	0
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B)).	0

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII . . . ☒

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	2,288,022
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d	2e		0
3	Subtract line 2e from line 1	3		2,288,022
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		0
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5		2,288,022

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	2,189,720
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d	2e		0
3	Subtract line 2e from line 1	3		2,189,720
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		0
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5		2,189,720

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part X Line 2 The Organization has been notified by the Internal Revenue Service that it

is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Organization is further classified as an organization that is not a private foundation

under Section 509(a)(3) of the Code. The most significant tax positions of the

Organization are its assertion that it is exempt from income taxes and its determination

of whether any amounts are subject to unrelated business tax (UBIT). The Organization

follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income

Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than

not for recognition and recognition of tax positions taken or expected to be taken in a

tax return. All significant tax positions have been considered by management. It has been

determined that it is more likely than not that all tax positions would be sustained upon

examination by taxing authorities. Accordingly, no provision for income taxes has been

recorded.

Part XIII Supplemental Information *(continued)*

Electronic Filing Only

SCHEDULE O
(Form 990)

Department of the Treasury
Internal Revenue Service

Name of the organization

Headrest, Inc.

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Open to Public
Inspection

Employer identification number

23-7256865

Form 990, Part VI, Section B, Line 11b: The Finance Committee reviews the 990 before providing

to the full Board and then filing.

Form 990, Part VI, Section B, Line 12c: Each member of the Board completes a conflict of

interest questionnaire annually.

Form 990, Part VI, Section B, Line 15a: The Board reviews key employee salaries annually as

part of the budgeting process.

Form 990, Part VI, Section C, Line 19: No other documents available to the public.

Form 990, Part XI, Line 9: Cumulative audit adjustments.

Schedule O (Form 990) 2023

Page **2**

Name of the organization

Employer identification number

Headrest, Inc.

23-7256865

Electronic Filing Only



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

Headrest Board of Directors-2025

Matt McKenney, Board Chair
Lebanon, NH

Jay Leiter, Vice Chair
Norwich, VT

Kathie Nolet, Secretary
Lebanon, NH

Beverly Sullivan
BEVERLY MCCAULEY

Analytical, organized and detail-oriented accountant with GAAP experience. Collaborative team player with ownership mentality and a track record of delivering the highest quality solutions to resolve challenges, propel business growth in a timely manner.

Work Experience

Office manager/Payroll Admin

Goodhue Boat company

January 2021 to November 2023

Daily cash balance of registers, bank deposit and petty cash reconciliation. Payroll admin for 5 locations, report GL entries. Kept accurate records for A/P, EFT payments, and followed policies for check signing, A/R, CC and Bank, statement reconciliation, inventory ordering and receiving, order supplies, assist with internal business operations. Lightspeed, Outlook, Word, Excel, Scanning, and internet applications.

Success Examples

Created an organized office workspace for information to be utilized with ease of access. Created and maintained all office files to follow federal and state guidelines. Maintained timely records in banking and payroll.

Finance Department - Cold Springs, NV

January 2020 to December 2020

Working in a small office providing professional accounting services for individuals and business clients. Provided full range of services to include balancing cash drawers, maintain accounts payable records, weekly check runs, support payroll with updated employee records, time sheet, PTO, general ledger accounting and bank reconciliation. Worked with converge, lightspeed, word, excel and outlook. General office procedures, scanning, mailing, faxing, and coping.

Success Examples

Streamlined the payroll department's employee files to be in federal and state compliance. Organized Employee packets so no information was missing, created I-9 and workers comp binders for zero default audits. Created filing systems for monthly credit card recording and balancing. Maintained timely payments so discounts could be taken, watched for duplicate invoices. Worked on accounts that were incorrectly paid and invoiced saving and making money.

Accounting Department

wallace building products

January 2018 to December 2020

In-house bookkeeper for a construction manufacturing company. Maintained payroll department, printed payroll checks, reported taxes. Kept employee records in state and federal compliance. Reported timely information to workers comp and insurance company. Posted payable invoices, assisted in all areas of payable department.

Maintained cost accounting reports, followed signature procedures. Answer phones to direct lines throughout the office. Sage software along with word, excel, and outlook. Daily communication with business owners, contractors, and fellow employees.

State Certified CDL Trainer/school Bus Driver

Student transportation of america
September 2009 to December 2018

Maintained drivers' confidential records for DOT compliance, conducted in service meetings for drivers to be in state compliance. Hire and train new drivers for CDL class B licensing. Worked in the office on all office machines and computers, drove a bus, interacted with children, parents, school administrators, management, and DOT state officials.

Receptionist

ROBERT HALF/ARC TECHNOLOGIES
February 2008 to December 2009

Answer phones, accounts payable assistant, Syspro software, word, excel, outlook, along with general office duties.

Perfect Parties/Office Assistant

January 1988 to December 2004

First Student/School Bus Driver
First General/ Accounting Manager
Fidelity Press/Accounts Receivable

Accounts Payable

ROBERT HALF/GATEWAYS COMMUNITY SERVICES

Entering information for accounts payable invoicing, printing checks, following policies for signatures. Working with Solomon software, word, and outlook. All other office procedures applied.

Education

ASSOCIATE OF SCIENCE in BUSINESS ADMINISTRATION/ACCOUNTING

NEW HAMPSHIRE COMMUNITY TECHNICAL COLLEGE - Nashua, NH
September 2005 to May 2007

ASSOCIATE OF SCIENCE in BUSINESS /DENTAL PROGRAM

NORTHEASTERN UNIVERSITY - Boston, MA

Skills

- Administrative experience
- Organizational skills
- Microsoft Word
- Time management
- English
- Typing

- Microsoft Outlook
- Office experience
- QuickBooks
- General ledger accounting
- Bookkeeping
- Accounts payable
- Accounts receivable
- Sage
- GAAP
- Payroll
- Accounting

Certifications and Licenses

CDL

CDL B

MISSION

To work with an organization that values the well-being of each person who is affected by substance use or circumstance that offers hope

EDUCATION

Springfield College, Manchester, NH • May 2015

- Bachelor of Human Service – *Summa Cum Laude*
- Major: Human Service/Concentration: Addiction Studies
- GPA: 3.944

Honors/Awards

- Dean's List/Academic Achievement Award/Kathy Anderson Scholarship
- Springfield College Scholarship Award/*Pi Gamma Mu*

Relevant Courses

- Interviewing Techniques, Addiction Counseling, Crisis Intervention
- Coping with Disease and Death, Group Techniques & Analysis
- Dynamics of Case Management, Substance Use & Abuse, Prevention to Treatment
- Family Counseling and Understanding Diverse Cultures, Psychopathology
- Moral Reconciliation Therapy, Trauma, Prime for Life, Seeking Safety, ORAS

WORKING/COUNSELING EXPERIENCE

Out Patient Counselor – February 2023-Present

Headrest, Inc. – 141 Mascoma Street, Lebanon, NH 03766

- 12 core functions, global criteria and categories of competence
- Maintain accurate and timely documentation (including WITS System)
- Strong organization, communication, and active listening skills
- Facilitate groups, meetings, and counseling services
- Collaborate a multi-team approach to insure positive client outcomes
- Community organizational resource work and networking connections
- Comply with the federal, state, and local regulations
- Outpatient Counseling and facilitate Intensive Outpatient Program

Grafton County Drug Treatment Court, Clinical Coordinator & Counselor

January 2019 - February 2023

NCHC, 262 Cottage Street #230, Littleton, NH 03561

- Individual and group counseling sessions while maintaining a case load
- Complete all related paperwork, including intake summaries, substance abuse evaluations, treatment plans, progress notes, general record keeping, correspondence and discharge.
- Collaborate within a multi-team approach to insure positive client outcomes
- Versed within the Ten Drug Court Treatment Core Competencies

Residential & Out Patient Counselor – December 2015-January 2019

Headrest, Inc. – 14 Church Street, Lebanon, NH 03766

- 12 core functions, global criteria and categories of competence
- Maintain accurate and timely documentation (including WITS System)
- Strong organization, communication, and active listening skills
- Facilitate groups, meetings, and counseling services
- Collaborate a multi-team approach to insure positive client outcomes
- Community organizational resource work and networking connections
- Comply with the federal, state, and local regulations
- Outpatient Counseling and facilitate Intensive Outpatient Program

RHONDA L. BISHOP, BS, LADC

Family Worker/Advocate • August 2014 – November 2015

Tri County Cap Head Start – 610 Sullivan Street, Berlin, NH 03570

- Community/Committee organizational resource work and networking connections
- Comply with the federal, state, and local regulations
- Travel to business sites and home visits, building trusting relationships
- Maintain confidential client files and records, both electronic and paper form
- Motivational interviewing
- High level of professional and ethical standards
- Working with a multi-disciplinary team approach

Support Worker • March 2013 – August 2014

Keystone Hall/Cynthia Day Family Center - 615 Amhurst St, Nashua, NH 03063

- Maintained in house services to include groups, medications, transportation, shift notes
- Conduct a safe and healthy environment with high priority, room checks, and administer substance use testing
- High level of independent functioning and flexibility
- Strong professional service skills and personable support
- Provided substance abuse therapeutic treatment in a caring environment
- Working knowledge of the 12 steps AA, NA, and Nar-anon
- Facilitated therapeutic groups

Recovery Coach • March 2012 – Jan 2013

Friends of Recovery - 25 Lowell Street, Manchester NH 03101

- Administrative Intake/assessments
- Motivational interviewing
- Strength based movement through the stages of change
- Individual evidence based practices in treatment
- Maintained records and referrals

PROFESSIONAL/VOLUNTEER EXPERIENCE

- Mentor/Good Bridges/Goodwill/Shea Farm for woman
- Volunteer Transporter/Transport Central
- Treasurer/Board of NHTIAD/NHADACA
- Treasurer/Board of Transport Central
- Volunteer/Restorative Justice
- Plymouth Planning Board/Town of Plymouth
- Volunteer/Speare Memorial Hospital

PROFESSIONAL ORGANIZATIONS/CERTIFICATIONS

- Licensed Alcohol & Drug Counselor/LADC/State of New Hampshire
- Certified Recovery Support Worker/CRSW/State of New Hampshire
- Certified Recovery Coach and Trainer of Trainers
- Prime for Life Instructor/Certified
- Citizen Involvement/NHDOC
- Impaired Driver Education Instructor/exp. 8/31/2021
- Escort/Sober Escort

SKILLS

- Microsoft Word
- Excel
- PowerPoint
- Office Experience
- Various computer programs utilized for data entry (WITS) (ORAS) (BestNotes)
- Developing reports
- Networking and communication

- Outdoor activities
- Snow shoeing
- Hiking
- Camping and spending time on the river
- Landscaping and gardening with vegetables and flowers
- Developing my artistic abilities through interior decorating, fashion, photography and painting

ALBERT CARBONNEAU



EXPERIENCE

FEBRUARY 2020 -- PRESENT

HEADREST

HOTLINE MANAGER

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

JUNE 2010 -- PRESENT

UPPER VALLEY HAVEN

SHELTER STAFF, SHELTER TEAM LEADER, PROGRAM ASSOCIATE/ RECOVERY SUPPORT

Tasks included working on meeting shelter guest's day to day needs. Doing house laundry, making meals when necessary. Keeping notes, entering data, sorting mail, providing transportation when necessary. Attending shelter staff meetings.

Oversee Family and Adult Shelters. Assist Shelter staff with their jobs. Maintain shelter staff schedule. Fill in shifts when necessary. Facilitate shelter staff meetings. Submitting supply orders. Oversaw operation of Seasonal Shelter. Transport and advocate for guests, help in food shelf, deliver food to outside programs. Support guests struggling with recovery.

JUNE 2002 - MARCH 2014, MAY 2016 -- PRESENT

HEADREST

RESIDENTIAL MANAGER, RECOVERY ASSISTANT, HOTLINE COUNSELOR

Oversee Residential program. Facilitate groups, transport clients, observe medications. One on One counselling. Oversee staff. Maintain schedule. Minor maintenance repairs. Write daily notes for individual as well as group. Enter data into multiple databases. Answer calls on the National Suicide Prevention Hotline, make appropriate referrals, Notify and work with 911 for emergency interventions as needed.

EDUCATION

JUNE 1981

JONOTHAN LAW HIGH SCHOOL

SKILLS

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

ACTIVITIES

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

Judith A. Caprio, JD, MS

Overview:

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

Education:

JD, Roger Williams University School of Law, Bristol, RI

MS, Human Development, Counseling & Family Relations, University of Rhode Island, Kingston

BS, Child Development & Family Relations, University of Rhode Island, Kingston

Work Experience:

Headrest, Inc.

Executive Director

2023-present

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

Delaware Division of Substance Abuse and Mental Health

2018-2022

Director of Community Health Services

Responsible for leading the Division's initiatives related to crisis intervention, a medical-legal partnership, emergency preparedness, policy development, and training facilitation. Spearhead a statewide medical and legal partnership with a local legal aid society to identify and address unmet legal needs to help shape systems transform into equal playing fields.

Accomplishments:

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

Director of Crisis Intervention Services

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

Accomplishments:

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

Delaware Department of Correction

2014-2018

Deputy Warden

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

Accomplishments:

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

Director of Behavioral Health

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

Accomplishments:

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

Regional Coordinator of Business Development

AdCare Hospital, Worcester, MA

2011 –2013

Created initiatives to integrate behavioral healthcare and criminal justice services.

Accomplishments:

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

Director of Pretrial Services

2001 - 2011

Concurrent with Chief Clerk Pro Tempore (August 2008 –January 2009)

RI District Court, Providence

Implemented and managed a statewide pretrial services program. Appointed by Chief Judge to serve as Chief Clerk Pro Tempore to assist in the overall administration of the District Court.

Accomplishments:

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

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

State Director of Correctional Services

1995 - 2001

Spectrum Health Systems, Inc., Worcester, MA

Contractor for RI Department of Corrections

Spearheaded the transformation of addiction treatment programming across all adult male correctional facilities.

Accomplishments:

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

Other Professional Experience:

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

Professional Memberships and Certifications:

Admitted to the Connecticut Bar Association

Delaware Certification Board, Certified Supervisor of Peer Specialists, 2019, 2021; RI Board for Certification of Chemical Dependency Professionals, *Recognized Clinical Supervisor*, 2000, 2011; Rhode Island Mediators Association, 2010; RI Council on Alcoholism, 2005-2007.

Publications

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

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

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: Headrest Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Judith Caprio	Executive Director	10%	\$100,000.00
Project Director-Vacant		100%	\$86,000.00
Al Carbonneau	Hotline Manager	100%	\$72,253.00
Rhonda Bishop	Clinician	100%	\$75,000.00
Beverly McCauley	Office Manager	10%	\$54,080.00
		\$0.00	\$0.00



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

March 15, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with Headrest (VC# 175226-R001), Lebanon, NH for the expansion, improvement and ongoing implementation of the 988 Suicide and Crisis Lifeline services, by increasing the price limitation by \$977,839 from \$1,678,763 to \$2,656,602 with no change to the contract completion date of June 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 22, 2020, item #14, as amended on May 19, 2021, item #20, amended on June 29, 2022, item #30, and most recently amended on June 14, 2023, item #40.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

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

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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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**05-95-92-920010-25940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, 988
GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500585	Grants For Pub Asst And Rel	92012594	\$171,781	\$0	\$171,781
2024	074-500585	Grants For Pub Asst And Rel	92012594	\$164,982	\$0	\$164,982
2024	074-500585	Grants For Pub Asst And Rel	92032594	\$0	\$507,664	\$507,664
2025	074-500585	Grants For Pub Asst And Rel	92032594	\$0	\$470,175	\$470,175
			Subtotal	\$336,763	\$977,839	\$1,314,602

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500585	Grants For Pub Asst And Rel	92254120	\$12,000	\$0	\$12,000
			Subtotal	\$12,000	\$0	\$12,000
			Total	\$1,678,763	\$977,839	\$2,656,602

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Substance Abuse Mental Health Administration approved a federal award to the Department on September 27, 2023, which identified the Contractor, the primary Lifeline Center accepting 988 suicide and crisis lifeline calls, texts and chats from the national lifeline network, to expand, improve and continue the implementation of the 988 Suicide and Crisis Lifeline services.

The purpose of this request is for targeted capacity building, enhanced and improved services and ongoing implementation of the 988 Suicide and Crisis Lifeline services. The Contractor will hire additional staff to respond to the increased volume by making more chat and text hours available, and to ensure better continuity of care during the provision of follow-up services for acute calls. In addition, the Contractor will develop a data collection protocol to identify high-risk populations, protocols to identify and review critical incidents, and quality assurance

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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plans. Lastly, the Contractor will focus on improved services to marginalized populations by providing targeted training designed to increase knowledge, skills, and cultural effectiveness.

Approximately 14,000 call, text, and chat contacts per year will be primarily managed by the Contractor during State Fiscal Years 2024 and 2025.

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

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

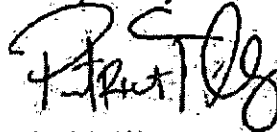
Should the Governor and Council not authorize this request, the ability of the Contractor to expand, improve and continue implementation of the 988 Suicide and Crisis Lifeline services will be impeded. The Contractor will not have the ability to respond to increased contact volume, ensure better continuity of care during the provision of follow-up services for acute calls, or improve services to marginalized populations. In addition, the Contractor's ability to develop protocols related to critical incidents and quality services will be limited.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.243, FAIN #H79FG001183.

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

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 22, 2020 (Item #14), as amended on May 19, 2021 (Item #20), and amended on June 29, 2022 (Item #30), and most recently amended on June 14, 2023 (Item# 40), 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 1.6, Account Number, to read:
05-95-92-922010-41170000
05-92-92-920010-25940000
05-95-92-922010-41200000
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,656,602
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit A, Amendment #2, Scope of Services, by adding Section 2.19 through Section 2.20, to read:
2.19. Capacity Building
 - 2.19.1. The Contractor shall increase its capacity to respond to people experiencing a behavioral health crisis by ensuring the personnel provided includes:
 - 2.19.1.1. A Project Manager to:
 - 2.19.1.1.1. Oversee operations;
 - 2.19.1.1.2. Coordinate partnerships; and
 - 2.19.1.1.3. Liaise with the Department, the Department's designated NH Rapid Response Access Point provider, and the technical assistance staff from the University of New Hampshire Institute for Health Policy and Practice;
 - 2.19.1.2. Additional Lifeline Center staff to adequately:
 - 2.19.1.2.1. Increase available chat and text hours; and
 - 2.19.1.2.2. Respond to ongoing increases in contact volume;
 - 2.19.1.3. Peer Specialists to adequately reflect the need of communities served to ensure better continuity of care when providing follow-up services for acute calls; and
 - 2.19.1.4. A Data Analyst to develop a data collection protocol to identify high-risk

DS
JC

populations.

2.19.2. The Contractor shall collaborate with Department key personnel, including the Project Director, the Department's designated NH Rapid Response Access Point provider, and the technical assistance staff from the University of New Hampshire Institute for Health Policy and Practice to:

2.19.2.1. Develop protocols to identify and review critical incidents including, but not limited to, death by suicide when the incident occurs within seven (7) days of contact with the State's 988 Lifeline center;

2.19.2.2. Adjust the Contractor's reporting processes to capture demographic data on each contact, including, but not limited to:

2.19.2.2.1. Suicide attempts.

2.19.2.2.2. Outcomes related to emergency response with and without law enforcement.

2.19.2.2.3. Mobile crisis outreach referrals.

2.19.2.2.4. Referrals to local community providers;

2.19.2.3. Develop quality assurance plans, by a deadline mutually agreed upon by the Contractor and the Department, that include the utilization of technology to capture the identification and review of critical incidents;

2.19.2.4. Develop a sustainability plan, by a deadline mutually agreed upon by the Contractor and the Department, detailing how the Contractor will sustain its workforce capacity and its performance indicators; and

2.19.2.5. Explore the feasibility of directly dispatching mobile crisis teams including, but not limited to, creating a detailed plan based on self-study that includes identified needs and technology infrastructure to implement dispatch capabilities as a Lifeline Center.

2.20. Enhanced Staffing Capabilities

2.20.1. The Contractor shall improve services and outreach to marginalized populations by providing targeted training to Lifeline Center staff designed to:

2.20.1.1. Increase knowledge and skills related to specialty populations, including, but not limited to:

2.20.1.1.1. LGBTQAI+ populations.

2.20.1.1.2. Individuals experiencing co-occurring disorders.

2.20.1.1.3. Individuals experiencing use with alcohol and other drugs.

2.20.1.2. Improve cultural effectiveness and response when working with marginalized populations.

2.20.2. The Contractor shall support the well-being of Lifeline Center staff by, including, but not limited to:

2.20.2.1. Providing training on secondary and/or vicarious trauma.

2.20.2.2. Debriefing after critical incidents.

5. Modify Exhibit A, Amendment #2, Scope of Services, by adding Section 3.4, to read:

3.4. The Contractor may be required to provide other key data and metrics to the Department in a

format specified by the Department.

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

2. This Agreement is funded by:

- 2.1. .50% Federal funds, Block Grants for Community Mental Health Services, as awarded on 5/17/21, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM085371.
- 2.2. 49.5% Federal funds, NH's strategy to address overall capacity, consistency, and quality of 988 services, as awarded on 4/15/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM086074; and as awarded on 9/27/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79FG001183.
- 2.3. 50% General funds.
- 2.4. The Contractor shall use the funding in accordance with Exhibit A, Amendment #2, Scope of Services, Section 2.2.

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

5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-9, Amendment #4, Budget.

8. Add Exhibit B-8, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-9, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

3/20/2024

Date

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

Headrest

3/15/2024

Date

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

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

OFFICE OF THE ATTORNEY GENERAL

3/26/2024

Date

DocuSigned by:
Robyn Guarino
748716844941200

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:

Exhibit B-6, Amendment #4, Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: Headrest											
Project Title: 048											
Budget Period: SFY 2024											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 287,560.00	\$ -	\$ 287,560.00	\$ -	\$ -	\$ -	\$ 287,560.00	\$ -	\$ -	\$ 287,560.00	
2. Employee Benefits	\$ 68,689.00	\$ -	\$ 68,689.00	\$ -	\$ -	\$ -	\$ 68,689.00	\$ -	\$ -	\$ 68,689.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
Repair and Maintenance	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	
Purchase/Depreciation	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,600.00	\$ -	\$ -	\$ 6,600.00	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 5,440.00	\$ -	\$ 5,440.00	\$ -	\$ -	\$ -	\$ 5,440.00	\$ -	\$ -	\$ 5,440.00	
6. Travel	\$ 4,341.00	\$ -	\$ 4,341.00	\$ -	\$ -	\$ -	\$ 4,341.00	\$ -	\$ -	\$ 4,341.00	
7. Occupancy	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 2,010.00	\$ -	\$ 2,010.00	\$ -	\$ -	\$ -	\$ 2,010.00	\$ -	\$ -	\$ 2,010.00	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	
Insurance	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	
10. Marketing/Communications	\$ 4,750.00	\$ -	\$ 4,750.00	\$ -	\$ -	\$ -	\$ 4,750.00	\$ -	\$ -	\$ 4,750.00	
11. Staff Education and Training	\$ 45,427.00	\$ -	\$ 45,427.00	\$ -	\$ -	\$ -	\$ 45,427.00	\$ -	\$ -	\$ 45,427.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Indirect Cost	\$ -	\$ 44,447.00	\$ 44,447.00	\$ -	\$ -	\$ -	\$ -	\$ 44,447.00	\$ -	\$ 44,447.00	
TOTAL	\$ 463,217.00	\$ 44,447.00	\$ 507,664.00	\$ -	\$ -	\$ -	\$ 463,217.00	\$ 44,447.00	\$ 507,664.00		
Indirect As A Percent of Direct 9.6%											

Exhibit B-9, Amendment #4, Budget

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

Contractor Name: Headrest

Project Title: 688

Budget Period: SFY 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 267,560.00	\$ -	\$ 267,560.00	\$ -	\$ -	\$ -	\$ 267,560.00	\$ -	\$ 267,560.00
2. Employee Benefits	\$ 68,889.00	\$ -	\$ 68,889.00	\$ -	\$ -	\$ -	\$ 68,889.00	\$ -	\$ 68,889.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Repair and Maintenance	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
Purchase/Depreciation	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,600.00	\$ -	\$ 6,600.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,440.00	\$ -	\$ 5,440.00	\$ -	\$ -	\$ -	\$ 5,440.00	\$ -	\$ 5,440.00
6. Travel	\$ 4,341.00	\$ -	\$ 4,341.00	\$ -	\$ -	\$ -	\$ 4,341.00	\$ -	\$ 4,341.00
7. Occupancy	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,010.00	\$ -	\$ 2,010.00	\$ -	\$ -	\$ -	\$ 2,010.00	\$ -	\$ 2,010.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aids and Legal	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Insurance	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
10. Marketing/Communications	\$ 4,750.00	\$ -	\$ 4,750.00	\$ -	\$ -	\$ -	\$ 4,750.00	\$ -	\$ 4,750.00
11. Staff Education and Training	\$ 27,938.00	\$ -	\$ 27,938.00	\$ -	\$ -	\$ -	\$ 27,938.00	\$ -	\$ 27,938.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ 44,447.00	\$ 44,447.00	\$ -	\$ -	\$ -	\$ -	\$ 44,447.00	\$ 44,447.00
TOTAL	\$ 425,728.00	\$ 44,447.00	\$ 470,175.00	\$ -	\$ -	\$ -	\$ 425,728.00	\$ 44,447.00	\$ 470,175.00

Indirect As A Percent of Direct

10.4%

0 MAY 31 '23 PM 1:08 RCV

ARC



Lori Weaver
Interim Commissioner

Katja S. Fox
Director

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

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

May 23, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with Headrest (VC#175226-R001), Lebanon, NH for continued 988 Suicide and Crisis Lifeline services, by increasing the price limitation by \$864,982 from \$1,013,781 to \$1,678,763 and by extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023, upon Governor and Council approval. 21 % Federal Funds. 79% General Funds.

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

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

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

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

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

EXPLANATION

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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

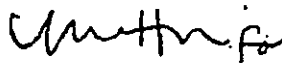
Should the Governor and Council not authorize this request, individuals who are at risk for suicide will not have a telephone, chat, or text lifeline available as resources, and will lose critical intervention support services. Recent research shows that for every death by suicide, there are 135 people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

Area served: Statewide.

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

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

Respectfully submitted,



Lori Weaver
Interim Commissioner

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,678,763.
3. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2., to read:
 2. This Agreement is funded by:
 - 2.1. 1% Federal funds, Block Grants for Community Mental Health Services, as awarded on 5/17/21, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM085371.
 - 2.2. 20% Federal funds, NH's strategy to address overall capacity, consistency, and quality of 988 services, as awarded on 4/15/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN B79SM086074.
 - 2.3. 79% General funds.
 - 2.4. The Contractor shall use the funding in accordance with Exhibit A, Scope of Services, Section 2.2.
4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 5., Subsection 5.1. to read:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-7, Amendment #3, Budget.
5. Add Exhibit B-5, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-6, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-7, Amendment #3, Budget, Which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/30/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Headrest

DocuSigned by:

Julie Caprio

Name: Julie Caprio

Title: Executive Director

5/30/2023

Date

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

OFFICE OF THE ATTORNEY GENERAL

5/30/2023

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-4, Amendment 3, Budget

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

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

Contractor Name: Headrest

Project Title: Suicide Hotline Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	312,348.00		312,348.00	143,114.00		143,114.00	169,274.00		169,274.00
2. Employee Benefits	55,658.00		55,658.00	13,478.00		13,478.00	42,478.00		42,478.00
3. Consultants	10,341.00		10,341.00	5,171.00		5,171.00	5,170.00		5,170.00
4. Equipment									
Rental		1,500.00	1,500.00		750.00	750.00		750.00	750.00
Repair and Maintenance		2,000.00	2,000.00		2,000.00	2,000.00			
Purchase/Depreciation		5,000.00	5,000.00					5,000.00	5,000.00
5. Supplies:									
Educational	1,000.00		1,000.00	1,000.00		1,000.00			
Lab									
Medical									
Office		500.00	500.00		500.00	500.00			
6. Travel		1,000.00	1,000.00		1,000.00	1,000.00			
7. Occupancy		6,404.00	6,404.00		3,202.00	3,202.00		3,202.00	3,202.00
8. Current Expenses									
Telephone	5,975.00		5,975.00				5,975.00		5,975.00
Postage									
Subscriptions									
Audio and Visual		8,000.00	8,000.00		8,000.00	8,000.00		2,000.00	2,000.00
Insurance		13,601.00	13,601.00		6,801.00	6,801.00		6,800.00	6,800.00
Board Expenses									
9. Software	4,150.00		4,150.00				4,150.00		4,150.00
10. Marketing/Communications		5,000.00	5,000.00		2,500.00	2,500.00		2,500.00	2,500.00
11. Staff Education and Training	5,500.00		5,500.00	2,500.00		2,500.00	3,000.00		3,000.00
12. Subcontract/Agreements		5,400.00	5,400.00		5,400.00	5,400.00			
13. Other (if not in category)									
TOTAL	344,612.00	48,603.00	443,217.00	164,964.00	28,231.00	193,217.00	229,648.00	20,332.00	250,000.00
Indirect As A Percent of Direct		12.3%							

Exhibit B-8, Amendment 3, Budget

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

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

Contractor Name: **Headrest**

Project Title: **Side Machine Services**

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 378,008.00	\$ -	\$ 378,008.00	\$ 194,564.00	\$ -	\$ 194,564.00	\$ 178,424.00	\$ -	\$ 178,424.00
2. Employee Benefits	\$ 51,858.00	\$ -	\$ 51,858.00	\$ 13,179.00	\$ -	\$ 13,179.00	\$ 42,478.00	\$ -	\$ 42,478.00
3. Consultants	\$ 10,341.00	\$ -	\$ 10,341.00	\$ 5,171.00	\$ -	\$ 5,171.00	\$ 5,170.00	\$ -	\$ 5,170.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00
Repair and Maintenance	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 8,404.00	\$ 8,404.00	\$ -	\$ 3,202.00	\$ 3,202.00	\$ -	\$ 3,202.00	\$ 3,202.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,575.00	\$ -	\$ 5,575.00	\$ -	\$ -	\$ -	\$ 5,575.00	\$ -	\$ 5,575.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Copiers/printers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A/C and Legal	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
Insurance	\$ -	\$ 13,801.00	\$ 13,801.00	\$ -	\$ 8,801.00	\$ 8,801.00	\$ -	\$ 8,800.00	\$ 8,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
10. Marketing/Communications	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ 5,400.00	\$ 5,400.00	\$ -	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -	\$ -
13. Other (specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 411,862.00	\$ 43,683.00	\$ 454,487.00	\$ 178,434.00	\$ 23,051.00	\$ 194,487.00	\$ 234,844.00	\$ 13,332.00	\$ 250,080.00
Indirect As A Percent of Direct		10.6%							

Exhibit D-7, Amendment 3, Budget

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

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

Contractor Name: Needrest

Project Title: Chas/Te n, 28a Grant

Budget Period: 7/1/21-4/29/24

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 53,527.00	\$ -	\$ 53,527.00	\$ -	\$ -	\$ -	\$ 53,527.00	\$ -	\$ 53,527.00
2. Employee Benefits	\$ 13,381.00	\$ -	\$ 13,381.00	\$ -	\$ -	\$ -	\$ 13,381.00	\$ -	\$ 13,381.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 97,482.00	\$ -	\$ 97,482.00	\$ -	\$ -	\$ -	\$ 97,482.00	\$ -	\$ 97,482.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ 542.00	\$ 542.00	\$ -	\$ -	\$ -	\$ -	\$ 542.00	\$ 542.00
TOTAL	\$ 164,390.00	\$ 542.00	\$ 164,932.00	\$ -	\$ -	\$ -	\$ 164,390.00	\$ 542.00	\$ 164,932.00

Indirect As A Percent of Direct 0.4%



Lori A. Shibley
Commissioner

Karla S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9344 1-800-852-3345 Ext. 9344
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 13, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Headrest (VC#175226-R001), Lebanon, NH for suicide hotline prevention services, by increasing the price limitation by \$213,781 from \$800,000 to \$1,013,781 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 16% Federal Funds. 82% General Funds.

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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**06-92-92-920010-25940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, 988
GRANT**

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

06-95-92-922010-41200000 Health & Social Services, Department of Health & Human Services, HHS: Behavioral Health, Div of, Bureau of Mental Health Services, Mental Health Block Grant

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

EXPLANATION

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

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

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

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

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

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

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

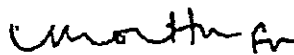
Should the Governor and Council not authorize this request, individuals who are at risk for suicide will not have a telephone, chat, or text lifeline available as resources, and will lose critical intervention support services. Recent research shows that for every completed suicide, there are 135 people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

Area served: Statewide.

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,013,781.
2. Modify Exhibit A, Scope of Services, by replacing it in its entirety with Exhibit A, Amendment #2, Scope of Services, in order to update program requirements, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit B-3, Budget, by replacing it in its entirety with Exhibit B-3, Amendment #2, Budget, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B-4, Budget, by replacing it in its entirety with Exhibit B-4, Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

6/15/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: director

Headrest

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

6/15/2022

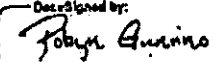
Date

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2022

Date

Designated by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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



Exhibit A, Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor shall participate in a kick-off meeting with the Department within 10 days of the contract effective date to review contract timelines, scope, and deliverables.
- 1.3. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

2. Scope of Work

- 2.1. The Contractor shall provide professionally trained staff for crisis center services following the required practices of the National Suicide Prevention Lifeline (Lifeline). The Contractor shall provide services twenty-four (24) hours per day, seven (7) days per week by answering calls, texts, and chats from individuals primarily located in New Hampshire in order to support individuals and offer local interventions to individuals at risk of suicide, de-escalate crises, and provide individuals with information and referrals relating to community services.
- 2.2. Whereas the Contractor participates as a crisis intervention center within the National Suicide Prevention Lifeline Network, funded through the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the Contractor shall provide Lifeline services in accordance with the Contractor's Network Agreement (the Network Agreement), with Vibrant Emotional Health, which is the SAMHSA identified Administrator of the National Suicide Prevention Lifeline.
- 2.3. The Contractor shall maintain its Network Agreement in Section 2.2 above for the duration of this Agreement.
- 2.4. The Contractor shall maintain their national accreditation as a Lifeline service and provide the Department with a copy of any renewal or loss of certification within five (5) days of said certification or its loss.
- 2.5. The Contractor shall use Lifeline protocols as described in the Network Agreement when communicating and shall directly ask each individual about suicidality and shall complete a suicide risk assessment that incorporates the principles and subcomponents described in the Network Agreement.

Headrest

Exhibit A, Amendment #2

Contractor Initials

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Date

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



Exhibit A, Amendment #2

- 2.6. Using the practices of engagement described in the Network Agreement, the Contractor shall engage individuals and initiate all measures to offer evidence based and local interventions to work with the individual to ensure safety of the safety of the individuals for whom there is information that a suicide attempt has already been made or there is imminent risk of suicide.
- 2.7. The Contractor shall follow up with individuals either by telephone, text or chat post crisis, within 48 hours after contact, to ensure they are connected to other services as applicable.
- 2.8. The Contractor shall maintain written, evidenced-based guidelines, policies, and procedures consistent with the Network Agreement and the Lifeline protocols for how staff shall respond to and assist individuals determined by the Contractor to be a danger to themselves or to others such as, but not limited to:
 - 2.8.1. How to conduct a lethality assessment of the applicable risk level;
 - 2.8.2. Procedures applicable to the dispatch of rescue personnel, including, without limitation, in those instances where an individual refuses to volunteer cooperation; and
 - 2.8.3. Procedures applicable to follow-up with the individual.
- 2.9. The Contractor shall maintain contact answer speed in line with the National Suicide Prevention Lifeline standards, required for national Lifeline Centers as governed by SAMHSA.
- 2.10. The Contractor shall not:
 - 2.10.1. Utilize an answering service or cellular telephones to answer incoming calls;
 - 2.10.2. Utilize an automated attendant or any other system that requires a caller to press a telephone key in order to be connected with Center Staff;
 - 2.10.3. Utilize a system where incoming calls are forwarded to a third party; and
 - 2.10.4. Allow calls to be answered by a receptionist or any Center Staff not trained to assist individuals.
- 2.11. The Contractor shall maintain and provide to the Department upon request, written guidelines, policies, and procedures for how to refer individuals to community services so that individuals are given an appropriate array of options with respect to treatment, care and/or follow-up; options shall not be limited in any manner to organizations, facilities or providers affiliated with or related to the Center.
- 2.12. The Contractor shall ensure professionally trained staffing at all times, including staff dedicated to answering chats and texts.

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



Exhibit A, Amendment #2

- 2.13. The Contractor shall provide the Department with copies of their written policies and procedures for providing the Lifeline service, including but not limited to:
 - 2.13.1. Supervision and training requirements;
 - 2.13.2. Code of ethics;
 - 2.13.3. Grievance process; and
 - 2.13.4. Quality assurance and program evaluation.
- 2.14. The Contractor shall ensure that staff receive all necessary training prior to commencing any services under this Agreement in accordance with guidelines in the Network Agreement.
- 2.15. The Contractor shall provide ongoing in-service training for staff at intervals as needed to ensure continuous quality service.
- 2.16. The Contractor shall collaborate with the Department and other providers, including the provider that operates 211 in New Hampshire, to educate communities and provide online and printed information and resources for statewide distribution.
- 2.17. The Contractor shall attend the State's Emergency Service meetings as requested.
- 2.18. The Contractor shall enter into a Memorandum of Understanding (MOU) with the Department's Behavioral Health Crisis Response System contractor to establish a real-time connection to allow for the direct leveraging of the appropriate provider based on need and acuity.

3. Reporting

- 3.1. The Contractor shall ensure the following de-identified and aggregated data is provided to Vibrant Emotional Health on a monthly basis, according to the Network Agreement, during the term of this Agreement:
 - 3.1.1. The number of calls, chats, and texts received;
 - 3.1.2. The number of follow-up contacts by the Contractor with the individual post crisis;
 - 3.1.3. Referrals and the reasons for the referrals and for what type of service;
 - 3.1.4. Answered calls, chats, and texts locally in New Hampshire and the number of calls, chats, and texts that were re-routed to another out-of-state contact center; and
 - 3.1.5. Outreach and education efforts with a description of what was done and results, if it can be determined.
- 3.2. The Contractor shall ensure that neither protected health information (PHI) nor personally identifiable information (PII) is processed or stored outside of the system used by Vibrant Emotional Health.

Headrest

Exhibit A, Amendment #2

Contractor Initials

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Date

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



Exhibit A, Amendment #2

3.3. The Contractor shall provide:

- 3.3.1. A copy of the national suicide prevention report for New Hampshire that is submitted to the National Suicide Prevention Lifeline; and**
- 3.3.2. A copy of the Accreditation certificate within 10 days of the effective date of this contract.**

4. Performance Measures

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

- 4.1.1. At least 5% increased portion of calls, chats, and texts answered in-state rather than re-routed to an out-of-state contact center compared to last year;**
- 4.1.2. At least 5% increased number of follow-ups and communication with individuals post crisis compared to last year; and**
- 4.1.3. At least 5% increased community outreach and education of this service compared to last year.**

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.**
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.**
- 5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.**

6. Maintenance of Fiscal Integrity

- 6.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:**
 - 6.1.1. Days of Cash on Hand:**
 - 6.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.**

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



Exhibit A, Amendment #2

- 6.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.
- 6.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 6.1.2. Current Ratio:
 - 6.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 6.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 6.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 6.1.3. Debt Service Coverage Ratio:
 - 6.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 6.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 6.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 6.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 6.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 6.1.4. Net Assets to Total Assets:
 - 6.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 6.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 6.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 6.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

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



Exhibit A, Amendment #2

- 6.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 6.2. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 6.3. In the event that the Contractor does not meet either:
- 6.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 6.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 6.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 6.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 6.3.1. and/or 6.3.2. have not been met.
- 6.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 6.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 6.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 6.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

Headrest

Exhibit A, Amendment #2

Contractor Initials

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Date

6/15/2022

Subsidiary Services

Exhibit B-1, Amendment 02
Budget

Contractor Name: Heston New Hampshire Department of Health and Human Services											
Design Request for: Switch Matrix Services											
Output Period: July 1, 2021 through June 30, 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPH's contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/Wages	\$ 188,143.00	\$ 67,771.08	\$ 255,914.08	\$	\$ 67,771.08	\$ 67,771.08	\$ 188,143.00	\$	\$ 67,771.08	\$ 255,914.08	
2. Employee Benefits	\$ 23,307.93	\$	\$ 23,307.93	\$	\$	\$	\$ 23,307.93	\$	\$	\$ 23,307.93	
3. Consultants	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
4. Equipment:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Rental	\$	\$ 956.15	\$ 956.15	\$	\$	\$	\$	\$ 956.15	\$ 956.15	\$	
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Purchase/Technology	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
5. Supplies:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Educational	\$ 375.00	\$	\$ 375.00	\$	\$	\$	\$ 375.00	\$	\$	\$ 375.00	
Lab	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Pharmacy	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Medical	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Office	\$	\$ 438.00	\$ 438.00	\$	\$	\$	\$	\$ 438.00	\$ 438.00	\$	
6. Travel	\$	\$ 500.00	\$ 500.00	\$	\$	\$	\$	\$ 500.00	\$ 500.00	\$	
7. Occupancy	\$	\$ 4,601.11	\$ 4,601.11	\$	\$	\$	\$	\$ 4,601.11	\$ 4,601.11	\$	
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Telephone	\$ 1,434.50	\$	\$ 1,434.50	\$	\$	\$	\$ 1,434.50	\$	\$	\$ 1,434.50	
Postage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Subscriptions	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Audit and Legal	\$	\$ 4,799.25	\$ 4,799.25	\$	\$	\$	\$	\$ 4,799.25	\$ 4,799.25	\$	
Insurance	\$	\$ 4,970.00	\$ 4,970.00	\$	\$ 3,147.54	\$ 3,147.54	\$	\$ 2,259.25	\$ 2,259.25	\$ 2,259.25	
Board Expenses	\$	\$	\$	\$	\$	\$	\$	\$ 1,772.46	\$ 1,772.46	\$ 1,772.46	
9. Software	\$ 600.00	\$	\$ 600.00	\$ 600.00	\$	\$ 600.00	\$	\$	\$	\$	
10. Marketing/Communications	\$	\$ 4,662.60	\$ 4,662.60	\$	\$	\$	\$	\$ 4,662.60	\$ 4,662.60	\$ 4,662.60	
11. Staff Education and Training	\$ 1,550.00	\$	\$ 1,550.00	\$	\$	\$	\$ 1,550.00	\$	\$	\$ 1,550.00	
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
13. Other (to include details mandatory)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
TOTAL	\$ 215,418.43	\$ 68,603.17	\$ 304,021.60	\$ 600.00	\$ 73,418.60	\$ 74,018.60	\$ 214,818.43	\$ 15,189.57	\$ 230,008.00		

Indirect As A Percent of Direct

Subtle Health Services

Exhibit B-4, Amendment #2
Budget

New Hampshire Department of Health and Human Services											
Contractor name: Subtle Health Services											
Budget Period: July 1, 2022 through June 30, 2023											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/Wages	\$ 216,722.00	\$ 69,604.19	\$ 286,326.19	\$ -	\$ 69,604.19	\$ 69,604.19	\$ 216,722.00	\$ -	\$ 216,722.00	\$ -	\$ -
2. Employee Benefits	\$ 39,709.93	\$ -	\$ 39,709.93	\$ -	\$ -	\$ -	\$ 39,709.93	\$ -	\$ 39,709.93	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 956.15	\$ 956.15	\$ -	\$ -	\$ -	\$ -	\$ 956.15	\$ 956.15	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Technology	\$ 18,600.00	\$ -	\$ 18,600.00	\$ -	\$ -	\$ -	\$ 18,600.00	\$ -	\$ 18,600.00	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 438.00	\$ 438.00	\$ -	\$ -	\$ -	\$ -	\$ 438.00	\$ 438.00	\$ -	\$ -
6. Travel	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -
7. Occupancy	\$ -	\$ 4,601.11	\$ 4,601.11	\$ -	\$ -	\$ -	\$ -	\$ 4,601.11	\$ 4,601.11	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,434.50	\$ -	\$ 1,434.50	\$ -	\$ -	\$ -	\$ 1,434.50	\$ -	\$ 1,434.50	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 4,834.25	\$ 4,834.25	\$ -	\$ 2,575.00	\$ 2,575.00	\$ -	\$ 2,259.25	\$ 2,259.25	\$ -	\$ -
Insurance	\$ -	\$ 5,014.43	\$ 5,014.43	\$ -	\$ 3,241.97	\$ 3,241.97	\$ -	\$ 1,772.46	\$ 1,772.46	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 618.00	\$ -	\$ 618.00	\$ 618.00	\$ -	\$ 618.00	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 4,662.60	\$ 4,662.60	\$ -	\$ -	\$ -	\$ -	\$ 4,662.60	\$ 4,662.60	\$ -	\$ -
11. Staff Education and Training	\$ 69,050.00	\$ -	\$ 69,050.00	\$ -	\$ -	\$ -	\$ 69,050.00	\$ -	\$ 69,050.00	\$ -	\$ -
12. Subcontracts/Agreements	\$ 72,500.00	\$ -	\$ 72,500.00	\$ -	\$ -	\$ -	\$ 72,500.00	\$ -	\$ 72,500.00	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 363,209.43	\$ 90,810.73	\$ 460,020.16	\$ 618.00	\$ 75,621.18	\$ 76,239.18	\$ 358,531.43	\$ 15,189.57	\$ 363,721.00	\$ -	\$ -

Indirect As A Percent of Direct

APR 28 '21 PM 3:25 RCUD

20 mac

Lori A. Shibley
CommissionerKarlja 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

April 8, 2021

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

REQUESTED ACTION

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decrease d) Amount	Revised Budget
2020	100-500731	Contracts for Prog Svc	92204117	\$200,000	\$0	\$200,000
2021	100-500731	Contracts for Prog Svc	92204117	\$200,000	\$0	\$200,000
2022	100-500731	Contracts for Prog Svc	92204117	\$0	\$200,000	\$200,000
2023	100-500731	Contracts for Prog Svc	92204117	\$0	\$200,000	\$200,000
			Total	\$8400,000	\$400,000	\$8800,000

EXPLANATION

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

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

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DocuSign Envelope ID: 01E3E5FC-5FC7-4E27-9108-3C7F8021CD68

DocuSign Envelope ID: 0125E45B-8EAA-484F-8C33-4FCF029ABAAE

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

Respectfully submitted,



Lori A. Shibillette
Commissioner

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$800,000.
3. Exhibit A, Scope of Services, Section 2, Scope of Work by adding Subsection 2.19 to read:
2.19 The Contractor shall enter into a Memorandum of Understanding (MOU) with the Department's Behavioral Health Crisis Response System contractor to establish a real-time connection to allow for the direct transfer of calls.
4. Add Exhibit B-3 Budget, which is attached hereto and incorporated by reference herein.
5. Add Exhibit B-4 Budget, which is attached hereto and incorporated by reference herein.

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DocuSign Envelope ID: ECB30A3E-87FA-4406-A2EB-A6E15150E2D5

DocuSign Envelope ID: 01E3E5FC-5FC7-4E27-9108-3C7FB021CD68

DocuSign Envelope ID: 0129E40B-8E44-454F-8C33-4FCFD29ABA4E

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

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

State of New Hampshire
Department of Health and Human Services

4/16/2021

Date

DocuSigned by:

Katja Fox

Name: Katja Fox

Title: Director

Headrest

4/15/2021

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: executive director

DocuSign Envelope ID: 8DD358B3-0D9C-49EA-A3C1-299C124E46C3

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

DocuSign Envelope ID: D1E3E5FC-5FC7-4E27-9108-3C7FB021CD68

DocuSign Envelope ID: 0129E409-8E44-484F-8C33-4FCF029ABA4E

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021

Date

Digitized by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Subcontract Services

Exhibit B-3
Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Budget											
Budget Request for: Subcontract Services											
Budget Period: July 1, 2021 through June 30, 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 156,143.60	\$ 87,771.00	\$ 243,914.60	\$ -	\$ -	\$ -	\$ 156,143.60	\$ -	\$ -	\$ 156,143.60	
2. Employee Benefits	\$ 23,307.83	\$ -	\$ 23,307.83	\$ -	\$ -	\$ -	\$ 23,307.83	\$ -	\$ -	\$ 23,307.83	
3. Computers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ 656.15	\$ 656.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ -	\$ 375.00	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ 430.00	\$ 430.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ 4,001.11	\$ 4,001.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 1,434.50	\$ -	\$ 1,434.50	\$ -	\$ -	\$ -	\$ 1,434.50	\$ -	\$ -	\$ 1,434.50	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ 3,728.25	\$ 3,728.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ 3,167.54	\$ 3,167.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ 4,682.60	\$ 4,682.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 1,550.00	\$ -	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ -	\$ 1,550.00	
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 183,418.43	\$ 88,803.17	\$ 272,221.60	\$ 600.00	\$ 73,418.60	\$ 74,018.60	\$ 184,196.43	\$ 15,189.57	\$ 200,000.00		

Bills of Materials

Exhibit B-4
Budget

New Hampshire Department of Health and Human Services										
Contractor Name: [Redacted]										
Budget Request for: [Redacted]										
Budget Period: July 1, 2002 through June 30, 2003										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS's contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Total
1. Total Salaries/Wages	\$ 156,143.00	\$ 60,604.18	\$ 216,747.18	\$ -	\$ 60,604.18	\$ 60,604.18	\$ 156,143.00	\$ -	\$ 156,143.00	\$ 156,143.00
2. Employee Benefits	\$ 23,207.83	\$ -	\$ 23,207.83	\$ -	\$ -	\$ -	\$ 23,207.83	\$ -	\$ 23,207.83	\$ 23,207.83
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ 658.15	\$ 658.15	\$ -	\$ -	\$ -	\$ -	\$ 658.15	\$ 658.15	\$ 658.15
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Educational	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00	\$ 375.00
- Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Office	\$ -	\$ 438.00	\$ 438.00	\$ -	\$ -	\$ -	\$ -	\$ 438.00	\$ 438.00	\$ 438.00
9. Travel	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00
10. Occupancy	\$ -	\$ 4,601.11	\$ 4,601.11	\$ -	\$ -	\$ -	\$ -	\$ 4,601.11	\$ 4,601.11	\$ 4,601.11
11. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Telephone	\$ 1,436.50	\$ -	\$ 1,436.50	\$ -	\$ -	\$ -	\$ 1,436.50	\$ -	\$ 1,436.50	\$ 1,436.50
- Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Audit and Legal	\$ -	\$ 2,348.25	\$ 2,348.25	\$ -	\$ 2,348.25	\$ 2,348.25	\$ -	\$ 2,348.25	\$ 2,348.25	\$ 2,348.25
- Insurance	\$ -	\$ 3,014.43	\$ 3,014.43	\$ -	\$ 3,241.97	\$ 3,241.97	\$ -	\$ 1,772.40	\$ 1,772.40	\$ 1,772.40
- Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Software	\$ 618.00	\$ -	\$ 618.00	\$ 618.00	\$ -	\$ 618.00	\$ -	\$ -	\$ -	\$ -
12. Advertising/Communications	\$ -	\$ 4,602.00	\$ 4,602.00	\$ -	\$ -	\$ -	\$ -	\$ 4,602.00	\$ 4,602.00	\$ 4,602.00
13. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
14. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 185,428.43	\$ 90,810.73	\$ 276,239.16	\$ 618.00	\$ 73,621.18	\$ 74,239.18	\$ 184,998.43	\$ 15,179.57	\$ 200,178.00	\$ 200,178.00

Values are in Percent of Direct

JAN08'20 AM 10:28 DAS

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Kerrie A. Rounds
Acting Commissioner

Karja S. Fox
Director

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

139 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

January 7, 2020

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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DocuSign Envelope ID: D1E3E5FC-5FC7-4E27-9108-3C7F8021CD68

DocuSign Envelope ID: 0129E408-8E44-454F-8C33-4FCF029ABA4E

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

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

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

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

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

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

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,



Kerrin A. Rounds
Acting Commissioner

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FORM NUMBER P-37 (version 3/9/15)

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

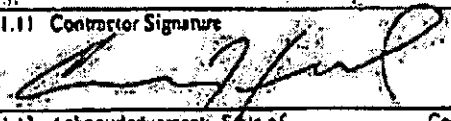
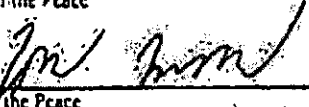
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest		1.4 Contractor Address 14 Church Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-4872	1.6 Account Number 05-095-092-922010-41170000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CAMERON J FORD, EXECUTIVE DIRECTOR	
1.13 Acknowledgement: Sole of _____ County of _____ On 1/3/2020, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)		ZACHARY J. MCGARRY, Notary Public My Commission Expires July 10, 2024	
1.13.2 Name and Title of Notary or Justice of the Peace Zachary J McGarry Notary Public			
1.14 State Agency Signature  Date: 1/6/2020		1.15 Name and Title of State Agency Signatory Kerrin Rounds Interim Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  CATHERINE PINOS On: 1/6/20			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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DocuSign Envelope ID: EC830A3E-87FA-4406-A2EB-A8E1515DE2D5

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials CTF
Date 1/3/2020

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:

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

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

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

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

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of or for which may be claimed to arise out of the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials CJE
Date 12/20/20

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor shall participate in a kick-off meeting with the Department within 10 days of the contract effective date to review contract timelines, scope, and deliverables.
- 1.3. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

2. Scope of Work

- 2.1. The Contractor shall provide suicide hotline services twenty-four (24) hours per day, seven (7) days per week to respond to callers primarily located in New Hampshire to attempt to prevent threatened suicides, de-escalate crises, and provide callers with information and referrals relating to community services.
- 2.2. The Contractor shall provide suicide hotline services in accordance with the Contractor's Network Agreement with the Mental Health Association of New York City, Inc. whereas the Contractor participates as a crisis intervention center within the National Suicide Prevention Lifeline Network, funded through the Substance Abuse and Mental Health Services Administration (SAMHSA).
- 2.3. The Contractor shall maintain their Network Agreement in Section 2.2 above.
- 2.4. The Contractor shall maintain their national accreditation as a suicide hotline service and provide the Department with a copy of any renewal within five (5) days said certification.
- 2.5. The Contractor shall ask the callers about suicidality and complete a suicide risk assessment that incorporates the principles and subcomponents described in the Network Agreement referenced in Section 2.2 above.
- 2.6. The Contractor shall engage callers and initiate all measures to secure the safety of the callers for whom there is information that a suicide attempt has already been made, or at imminent risk of suicide using the practices of engagement described in the Network Agreement.
- 2.7. The Contractor shall follow up with callers post crisis to ensure they are connected to other services as applicable.

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



Exhibit A

- 2.8. The Contractor shall maintain written guidelines, policies, and procedures for how staff shall respond to and assist callers determined by the Contractor to be a danger to themselves or to others such as but not limited to:
 - 2.8.1. How to conduct a lethality assessment of the applicable risk level;
 - 2.8.2. Procedures applicable to the dispatch of rescue personnel, including, without limitation, in those instances where a Caller refuses to volunteer cooperation; and
 - 2.8.3. Procedures applicable to follow-up with the Caller.
- 2.9. The Contractor shall answer calls within the National Suicide Prevention Lifeline Network's timeframe standards of "six (6) rings" before the call is routed to an out of state call center at least seventy percent (70%) of the time.
- 2.10. The Contractor shall not:
 - 2.10.1. Utilize an answering service or cellular telephones to answer incoming calls;
 - 2.10.2. Utilize an automated attendant or any other system that requires a caller to press a telephone key in order to be connected with Center Staff;
 - 2.10.3. Forward incoming calls to a third party; and
 - 2.10.4. Allow calls to be answered by a receptionist or any Center Staff not trained to assist Callers.
- 2.11. The Contractor shall maintain written guidelines, policies, and procedures for how to refer callers to community services so that callers are given an appropriate array of options with respect to treatment, care and/or follow-up; options shall not be limited in any manner to organizations, facilities or providers affiliated with or related to the Center.
- 2.12. The Contractor shall maintain a call log and document the information when the caller provides such information as; including but not limited to:
 - 2.12.1. Date, time, and reason for the call;
 - 2.12.2. Age, gender, ethnicity, race and zip code or location or residence of caller;
 - 2.12.3. What prompted the call;
 - 2.12.4. Caller's mental health/substance abuse treatment history;
 - 2.12.5. Caller's relationship to disaster (if any);
 - 2.12.6. Number of referrals provided and where made the referrals to;
 - 2.12.7. Whether the caller required emergency outreach services; and
 - 2.12.8. To the extent applicable, the manner in which the caller learned of the suicide prevention lifeline.
- 2.13. The Contractor shall ensure proper staffing at all times.
- 2.14. The Contractor shall provide the Department with copies of their written policies and procedures for providing the suicide hotline service, including but not limited to:
 - 2.14.1. Supervision and training requirements;
 - 2.14.2. Code of ethics;
 - 2.14.3. Grievance process; and

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



Exhibit A

2.14.4. Quality Assurance and program evaluation.

- 2.15. The Contractor shall ensure that staff receive all necessary training (prior to their responding to calls) in accordance with guidelines in Section 2.2.
- 2.16. The Contractor shall provide ongoing in-service training for staff at intervals deemed sufficient for ensuring continuous quality service.
- 2.17. The Contractor shall collaborate with the Department and other providers, including but not limited to Granite United Way, which operates 211 in New Hampshire, to educate communities and provide online and printed information and resources for statewide distribution.
- 2.18. The Contractor shall attend the State's Emergency Service meetings as requested.

3. Reporting

- 3.1. The Contractor shall report de-identified data outlined in Section 2.12 above on a monthly basis.
- 3.2. The Contractor shall report monthly the following number of:
 - 3.2.1. Calls received;
 - 3.2.2. The number of follow up contacts by the Contractor with the caller post crisis;
 - 3.2.3. Referrals and the reasons for the referrals and for what type of service;
 - 3.2.4. Answered calls locally in New Hampshire and the number of calls that were re-routed to another out of state call center; and
 - 3.2.5. Outreach and education efforts with a description of what was done and results, if it can be determined.
- 3.3. The Contractor shall provide:
 - 3.3.1. For each submission, a copy of the national suicide prevention report for New Hampshire that is submitted to the National Suicide Prevention Lifeline; and
 - 3.3.2. A copy of the Accreditation certificate within 10 days of the effective date of this contract.

4. Performance Measures

- 4.1. The Contractor's performance shall be measured by the:
 - 4.1.1. Increased portion of calls answered in state rather than re-routed to an out of state call center compared to last year;
 - 4.1.2. Increased number of follow-ups and communication with callers post-crisis compared to last year; and
 - 4.1.3. Increased community outreach and education of this service compared to last year.

5. Maintenance of Fiscal Integrity

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

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Exhibit A

Contractor Initials

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



Exhibit A

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

5.1.1. Days of Cash on Hand:

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

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

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

5.1.2. Current Ratio:

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

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

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

5.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

5.1.4. Net Assets to Total Assets:

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

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

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

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

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

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



Exhibit A

- 5.2. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 5.3. In the event that the Contractor does not meet either:
 - 5.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 5.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 5.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 5.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 5.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 5.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 5.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 5.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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



Exhibit B

Method and Conditions Precedent to Payment

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

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Exhibit B

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

Exhibit B



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

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

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

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

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

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Bates Radio Service

Line 8-1, Budget

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Contractor Radio Worksheet State of Michigan Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Budget Request for Bates Radio Service Budget Period: July 1, 1998 through June 30, 1999											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Total
1. Total Salary/wages	156,143.00	97,771.08	253,914.08	97,771.08	97,771.08	195,542.16	156,143.00		156,143.00		
2. Employee benefits	23,207.83		23,207.83				23,207.83		23,207.83		
3. Computers											
4. Equipment											
5. Rental		956.13	956.13					956.13	956.13		
6. Repairs and maintenance											
7. Purchase/Depreciation											
8. Supplies											
9. Fuel/Travel	375.00		375.00				375.00		375.00		
10. Lab											
11. Pharmacy											
12. Medical											
13. Office		400.00	400.00					400.00	400.00		
14. Travel		500.00	500.00					500.00	500.00		
15. Occupancy		4,001.11	4,001.11					4,001.11	4,001.11		
16. Other Expenses											
17. Telephone	1,436.50		1,436.50				1,436.50		1,436.50		
18. Postage											
19. Subscriptions											
20. Auto and Lease		2,548.35	2,548.35					2,548.35	2,548.35		
21. Insurance		4,820.00	4,820.00					4,820.00	4,820.00		
22. Other Expenses											
23. Other Expenses	600.00		600.00	600.00		600.00					
24. Materials/Communications		4,842.00	4,842.00					4,842.00	4,842.00		
25. Post Equipment and Training	1,500.00		1,500.00				1,500.00		1,500.00		
26. Subscriptions/Agreements											
27. Other (travel, meals, incidentals)											
TOTAL	156,143.00	97,771.08	253,914.08	97,771.08	97,771.08	195,542.16	156,143.00	97,771.08	253,914.08		

Figure 1.2 *Continuum of care*

2025 RELEASE UNDER E.O. 14176
 DATE 8-3
 Page 1 of 1

CONFIDENTIAL CF
11/10/20

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials

Date

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CTF
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New Hampshire Department of Health and Human Services
Exhibit C



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services; Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities; Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials CIE

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Date 1/3/2020

New Hampshire Department of Health and Human Services
Exhibit C



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13186, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for those services.

New Hampshire Department of Health and Human Services
Exhibit C-1



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Subparagraph 3, Section 3.1 of the General Provisions of this Contract, Effective

Date/Completion of Services is amended to read as follows:

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

10.3 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

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

2. Renewal

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

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials LCF

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE 1 - FOR GRANTEEES 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 actively 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)

14 CHURCH ST. LEBANON, NH 03766

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

Vendor Name: HARBEST INC.

Date

1/13/2020

Name: CAMERON S. FORD
Title: EXECUTIVE DIRECTOR

Vendor Initials

CJF

Date

1/13/2020

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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: HEADREST INC.

Date

1/3/2020

Name:

CAMERON J. FORD

Title:

EXECUTIVE DIRECTOR

Exhibit E - Certification Regarding Lobbying

Vendor Initials: CJF

DOC-03/110713

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Date 1/3/2020

New Hampshire Department of Health and Human Services

Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION.

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

Vendor Name: **HEADNEST INC.**

Date

11/3/2020

Name:

CAMERON J FORD

Title:

EXECUTIVE DIRECTOR

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

Vendor will comply, and will require any subcontractors 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 784), 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. 13278 (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. 54712 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

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

Vendor Initials

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8/21/14
Rev. 10/2/11

Page 1 of 2

Date 11/12/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: HEADLEY INC.

1/3/2020
Date:

[Signature]
Name: CARLEEN J. FORD

Title: EXECUTIVE DIRECTOR

Exhibit G

Vendor Initials

CJF

Certification of Compliance with requirements pertaining to Federal nondiscrimination, Equal Treatment of Faith-Based Organizations and whistleblower provisions

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

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

Vendor Name: HEADBEST INC.

Date

1/3/2000

Name: CAROL D. FORD

Title: EXECUTIVE DIRECTOR

Vendor Initials

CJF

Date 1/3/2000

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

CTF

Date

1/23/2020

New Hampshire Department of Health and Human Services

Exhibit I



- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- For the proper management and administration of the Business Associate;
 - As required by law, pursuant to the terms set forth in paragraph d. below; or
 - For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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New Hampshire Department of Health and Human Services



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law, and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2016

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Date

1/3/2020

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New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Date Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials CTF

Date 1/14/2010

New Hampshire Department of Health and Human Services



Exhibit I

- g. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

[Signature]
Signature of Authorized Representative

Kenneth A. Rounds
Name of Authorized Representative

Interim Commissioner
Title of Authorized Representative

1/6/2020
Date

HEALTHNET INC.

Name of the Contractor

[Signature]
Signature of Authorized Representative

Christopher J. Ford
Name of Authorized Representative

Executive Director
Title of Authorized Representative

1/3/2020
Date

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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 (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: HEARST INC.

1/3/2010
Date

[Signature]
Name: CAROL J. FID
Title: EXECUTIVE DIRECTOR

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 DUNS number for your entity is: 618016653
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov