



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  
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December 16, 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 contracts with the Contractors listed below in an amount not to exceed \$500,000 to implement and operate a Recovery Enhancement Program, in conjunction with outpatient substance use disorder treatment services, to reduce substance use and improve engagement in treatment for individuals with a diagnosed opioid and/or stimulant use disorder, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2027. 100% Federal Funds.

Contractor Name	Vendor Code	Contract Amount
Archways Tilton, NH	310158	\$250,000
Blue Heron Neurofeedback and Counseling, LLC Littleton, NH	362670	\$250,000
<b>Total:</b>		<b>\$500,000</b>

Funds are available in the following accounts for State Fiscal Years 2026 and 2027 and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

The purpose of this request is to implement a Recovery Enhancement Program, in conjunction with outpatient treatment services for substance use disorders, for individuals with a clinically diagnosed opioid or stimulant use disorder. Contractors will integrate recovery enhancement programming into existing outpatient substance use disorder treatment services, provide individualized support, and collaborate with community partners to ensure comprehensive care is provided to individuals receiving services. Programming will enhance treatment services, reduce substance use, and improve engagement in treatment and medication adherence for individuals with a diagnosed opioid and/or stimulant use disorder.

Approximately 100 individuals will be served per Federal Fiscal year, across both Contractors.

Individuals participating in recovery enhancement programming will receive positive reinforcement for achieving identified treatment goals including attendance at treatment sessions, adherence to prescribed medications for substance use disorders and/or other health conditions, as applicable, and for evidence of positive behavioral change through rapid point-of-care testing. Contractors will address ambivalence; problem solve barriers to program attendance and participation with individuals who do not achieve identified treatment goals; and offer support and encouragement to continue taking positive steps toward, and engaging in, their recovery efforts. Contractors will assist individuals in connecting with community-based services to support their treatment and recovery efforts, as needed.

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

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from August 14, 2025, through September 15, 2025. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

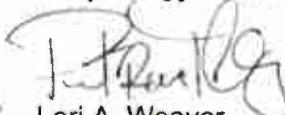
As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and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

Should the Governor and Council not authorize this request substance use disorder treatment service providers may see lower treatment retention and engagement rates, decreased abstinence, and a decline in overall recovery experiences for individuals with diagnosed opioid and/or stimulant use disorders.

The Department has determined that the Contractors are in good standing with the Secretary of State's Office, have secured the required levels of insurance, and have provided evidence of authority to execute and be bound by the contract. The Department has confirmed that the non-profit Contractor (Archways) in the table above is registered and in good standing with the Department of Justice's Charitable Division.

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

Respectfully submitted,

  
for Lori A. Weaver  
Commissioner

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

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

Archways

Vendor # 310158

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2026	074-500589	Welfare Assistance	92057076	\$93,750.00
2027	074-500589	Welfare Assistance	92057076	\$31,250.00
2027	074-500589	Welfare Assistance	TBD	\$93,750.00
2028	074-500589	Welfare Assistance	TBD	\$31,250.00
		Sub Total		\$250,000.00

Blue Heron Neurofeedback and Counseling, LLC

Vendor # 362670

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2026	074-500589	Welfare Assistance	92057076	\$93,750.00
2027	074-500589	Welfare Assistance	92057076	\$31,250.00
2027	074-500589	Welfare Assistance	TBD	\$93,750.00
2028	074-500589	Welfare Assistance	TBD	\$31,250.00
		Sub Total		\$250,000.00

<b>Overall Total</b>	<b>\$500,000.00</b>
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New Hampshire Department of Health and Human Services  
 Division of Finance and Procurement  
 Bureau of Contracts and Procurement  
 Scoring Sheet

Project ID # RFA-2026-DBH-06-REDUC

Project Title Reducing Substance Use and Improving Engagement in Treatment

	Maximum Points Available	Archways	Blue Heron Neurofeedback & Counseling, LLC	Habit Opco, LLC DBA West Lebanon, Comprehensive Treatment Center (CTC)	Habit Opco, LLC DBA Manchester, Comprehensive Treatment Center (CTC)	Metro Treatment of New Hampshire, L.P., d/b/a/ Metro Treatment of Manchester	Life Services for Recovery, LLC d/b/a GH Recovery Solutions
<b>Technical</b>							
Q1 - Experience	225	220	150	50	50	40	150
Q2 - Ability/Work Plan	350	300	300	70	70	20	225
Q3 - Capacity/Staffing	275	250	185	55	55	0	185
Q4 - Quality Assurance	150	100	100	50	50	4	120
<b>TOTAL POINTS</b>	<b>1000</b>	<b>870</b>	<b>735</b>	<b>225</b>	<b>225</b>	<b>64</b>	<b>680</b>

<b>TOTAL PROPOSED VENDOR COST</b>	<i>Not Applicable - No Cost Proposal for RFA</i>
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<u>Reviewer Name</u>	<u>Title</u>
1 <u>Amanda Spreeman</u>	<u>SOR Contracts &amp; Program I</u>
2 <u>Rumyana Radzhova</u>	<u>Clinical Services Specialist,</u>
3 <u>Melissa Girard</u>	<u>SOR Finance Manager</u>
4 _____	_____

**Subject:** Reducing Substance Use and Improving Engagement in Treatment (RFA-2026-DBH-06-REDUC-01)

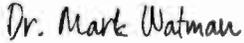
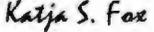
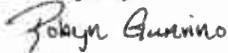
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Archways		1.4 Contractor Address 5 Prospect Street, Tilton, NH 03276	
1.5 Contractor Phone Number 603-286-4255	1.6 Account Unit and Class TBD	1.7 Completion Date 09/29/2027	1.8 Price Limitation \$250,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 11/24/2025		1.12 Name and Title of Contractor Signatory Dr. Mark Watman Vice President/COO	
1.13 State Agency Signature DocuSigned by:  Date: 12/1/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/3/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

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

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions
  - 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:
    - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
  - 1.2. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:
    - 6.1. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
  - 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:
    - 12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Initial  


**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must implement and operate a Recovery Enhancement Program (REP) to enhance current outpatient Substance Use Disorder (SUD) treatment services; with the goal of reducing substance use and improving engagement in treatment. The Contractor must ensure the REP:
  - 1.1.1. Is fully operational no later than 60 calendar days following the contract effective date;
  - 1.1.2. Is available to individuals who:
    - 1.1.2.1. Are aged 18 and over who are residents of, or experiencing housing insecurity in, NH;
    - 1.1.2.2. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for and are clinically diagnosed with Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD); and
    - 1.1.2.3. Are currently initiating or receiving one (1) or more of the following American Society of Addiction Medicine (ASAM) Criteria, level of care for outpatient SUD treatment services, provided by the Contractor:
      - 1.1.2.3.1. Individual Outpatient Treatment as defined in ASAM Criteria, Level 1;
      - 1.1.2.3.2. Group Outpatient Treatment as defined in ASAM Criteria, Level 1;
      - 1.1.2.3.3. Intensive Outpatient Treatment as defined in ASAM Criteria, Level 2.1;
      - 1.1.2.3.4. Partial Hospitalization Treatment as defined in ASAM Criteria, Level 2.5; and/or
      - 1.1.2.3.5. Medications for SUD (MSUD) treatment;
  - 1.1.3. Is provided in accordance with:
    - 1.1.3.1. The Department-approved REP model detailed in Section 1.4;
    - 1.1.3.2. State and federal laws and rules, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162, and 164, and 42 CFR Part 2, as applicable;
    - 1.1.3.3. Terms and conditions approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) Grant;
    - 1.1.3.4. SAMHSA Unified Performance Reporting Tool (SUPRT); and
    - 1.1.3.5. ASAM Criteria. The Contractor must transition to and ensure services are provided in accordance with ASAM crit

Initial  
M/W

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT B**

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- updates and timeframes for implementation as specified and notified by the Department;
- 1.1.4. Addresses the individual's ambivalence about decreasing substance use and creates the opportunity to establish positive expectations, allowing individuals to have power in decision making regarding their treatment and recovery;
  - 1.1.5. Is based on strengths of the individual and reinforces positive behavioral change, including decreased use of opioids or stimulants, and treatment and medication adherence, as applicable; and
  - 1.1.6. Targets reduced substance use as evidenced through negative Rapid Point of Care Testing (RPOCT), administered during each scheduled REP visit (Session).
- 1.2. The Contractor must provide eligible individuals, as described in Section 1.1.2., with detailed REP information and offer the individual the opportunity to participate in the REP. The Contractor must ensure REP information includes, but is not limited to:
- 1.2.1. Explanation of the REP, its goals, and how it works.
  - 1.2.2. Program overview, including clear and detailed expectations of the targeted behavior change; how the change is measured; incentive categories; and how incentives are earned, distributed, and tracked.
  - 1.2.3. Program structure including enrollment, consent, duration, data collection, surveys, and completion.
  - 1.2.4. Program policies and procedures.
- 1.3. The Contractor must ensure each individual who chooses to participate in the REP (Participant), and their guardian if applicable, receive, review, and sign an informed consent prior to initiating participation in the REP. The Contractor must ensure informed consent includes risks and benefits of participation, reasons for administrative discharge, and notice of ability to rescind consent at any time. The Contractor must ensure the signed consent form is kept in the Participant's program record.
- 1.4. The Contractor must adhere to the following Department-approved REP Model and must ensure:
- 1.4.1. The REP is implemented in 12-week cycles and requires Participants to engage in services by attending and participating in scheduled Sessions;
  - 1.4.2. REP Sessions are scheduled to occur twice per week and spaced out using a Monday and Thursday or Tuesday and Friday schedule, or, if necessary due to a scheduling conflict or a missed Session, at a minimum of two (2) days apart per week. Each Session must include:
    - 1.4.2.1. Brief discussion of any substance use and cravings since the initial Session or prior REP Session;
    - 1.4.2.2. If the Participant missed their previously scheduled Session, a brief discussion of whether the absence was excused or unexcused and how participation affects the treatment

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- 1.4.2.3. Verification of targeted behavior change through administration, collection, and analysis of specimen, utilizing a RPOCT;
  - 1.4.2.3.1. When the target behavior is demonstrated, as evidenced by a negative RPOCT result, the Contractor must provide the Participant with positive verbal reinforcement and allow the Participant to draw an incentive slip(s), in accordance with Section 1.4.5.3, Table 2, Reinforcement Schedule;
  - 1.4.2.3.2. When the target behavior is not demonstrated, as evidenced through a positive RPOCT result, the Contractor must:
    - 1.4.2.3.2.1. Offer support and encouragement to take positive steps and continue to engage in the REP, their individualized treatment and recovery efforts; including MSUD, as applicable;
    - 1.4.2.3.2.2. Discuss and problem solve barriers to achieving the desired behavioral change with the Participant; and
    - 1.4.2.3.2.3. Assist the Participant in connecting with community-based services that support treatment and recovery, as applicable;
  - 1.4.2.4. Positive verbal reinforcement and reminder of upcoming Sessions, including the number of draws available to be earned during the next Session;
- 1.4.3. Only one (1) substance, either opioid or stimulant, is targeted for reduction during each REP cycle, and that incentives are not withheld for RPOCT that show positive results for the non-targeted substance;
- 1.4.4. RPOCTs are administered to each Participant, during each Session, to test for the presence of the targeted substance. The Contractor must ensure RPOCT are not administered on back-to-back days;
- 1.4.5. Utilization of the Fishbowl Model, as defined by SAMHSA, as follows:
  - 1.4.5.1. The Contractor must adhere to the incentive composition of the fishbowl as specified in the following, Table 1 - Fishbowl Model Incentive Composition:

Table 1 – Fishbowl Model Incentive Composition		
Incentive Category	Monetary Value	Number of Incentive Slips in Fishbowl
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Positive Affirmation	\$0	250
Small	\$5	209
Large	\$20	40
Jumbo	\$100	1
<b>Total number of incentive slips in fishbowl</b>		<b>500</b>

- 1.4.5.2. Participants earn the ability to draw one (1) incentive slip (draws) from the fishbowl for the first negative RPOCT result;
- 1.4.5.3. Draws increase by one (1) for each consecutive negative RPOCT result, with a maximum number of eight (8) earned draws per visit when a Participant has consistent negative RPOCT results, for the remaining 12 weeks, using the following, Table 2 - Reinforcement Schedule:

Week(s)	Session	Potential Draws
1	1	1
	2	2
2	3	3
	4	4
3	5	5
	6	6
4	7	7
	8	8
5	9	8
	10	8
6	11	8
	12	8
7	13	8
	14	8
8	15	8
	16	8
9	17	8

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	18	8
10	19	8
	20	8
11	21	8
	22	8
12	23	8
	24	8
<b>Total Possible Draws per Participant, per 12-week REP Cycle</b>		<b>164</b>

- 1.4.5.4. Participants do not earn a draw when their RPOCT result is positive for the targeted substance and that draws for that Participant are reset back to one (1) for the next negative RPOCT result;
- 1.4.5.5. Participation in the full 12-week REP cycle is available to eligible individuals once per 12-month period. Participants who do not complete the full 12-week REP cycle are eligible to re-enroll in the REP within the 12-month period; and
- 1.4.5.6. Earned incentives with a monetary value, as detailed in Table 1 - Fishbowl Model Incentive Composition, above, must be in the form of store gift cards. The Contractor must ensure gift cards restrict the purchase of alcohol, tobacco, and firearms and are provided to the Participant immediately after earning the incentive. Examples of gift cards that meet this requirement include but are not limited to: the Charitable Walmart gift card and local retail stores and restaurants that do not sell restricted items, including Dollar General, Target, Starbucks, Dunkin Donuts, Dominos, and Papa Johns.
- 1.5. The Contractor must ensure incentives do not replace MSUD as the primary treatment option for individuals with a diagnosed OUD and must encourage Participants, not currently receiving MSUD for an OUD, to utilize MSUD as their primary form of treatment.
- 1.6. The Contractor must collaborate with each Participant, to develop an individualized REP plan that clearly identifies the target substance to be measured for behavior change, either opioid or stimulant; strategies to achieve the desired behavior change; and includes an individualized Session schedule, as detailed in Section 1.4.2.
- 1.7. The Contractor must ensure eligible individuals, who decline to participate in the REP, are not denied any SUD treatment services for which they are eligible and are offered the opportunity to enroll in the REP during their next scheduled SUD treatment services appointment.

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- 1.8. The Contractor must ensure Participants who withdraw from the REP or are administratively discharged from the REP in accordance with the signed informed consent, are given the opportunity to reenroll in the REP, and are allowed to continue to participate in their current level of care, detailed in Section 1.1.2.3.
- 1.9. The Contractor must ensure Participants continue to participate in all components of the Participant's SUD treatment programming, including but not limited to individual and/or group counseling, case management, care coordination, and psychoeducation, as applicable.
- 1.10. The Contractor must collaborate with community-based providers to develop referral partnerships. Community-based providers include, but are not limited to:
  - 1.10.1. The NH Division for Children, Youth, and Families.
  - 1.10.2. The NH Department of Corrections.
  - 1.10.3. Doorways.
  - 1.10.4. Mental Health Centers.
  - 1.10.5. Federally Qualified Health Centers.
  - 1.10.6. Primary Care Providers.
  - 1.10.7. Any additional community-based providers identified by the Department.
- 1.11. The Contractor must establish a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) with referral partners, limiting access to RPOCT results information associated with the REP. The Contractor must ensure the QSA or MOU:
  - 1.11.1. Includes a process for sharing information about each individual receiving services to allow for prompt follow-up care and supports, as applicable; and
  - 1.11.2. Ensures compliance with state and federal requirements including HIPAA, 45 CFR 160, 162, and 164, and 42 CFR Part 2, confidentiality, consent, notice, and other legal requirements, as applicable.
- 1.12. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.
- 1.13. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

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- 1.13.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor's system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**
- 1.14. The Contractor must develop marketing materials to be used for program outreach. Marketing materials may include brochures and flyers and must:
  - 1.14.1. Educate individuals receiving services and service providers about the REP, including benefits and successes of using this approach in conjunction with other treatment modalities; program overview; and program structure and policies;
  - 1.14.2. Align with federal regulations on the use of incentives; and
  - 1.14.3. Be reviewed and approved by the Department prior to distribution.
- 1.15. Aftercare Surveys
  - 1.15.1. The Contractor must administer Aftercare Surveys, provided by the Department, to each Participant upon discharge from the REP, to assess overall program experience, satisfaction, and outcomes.
  - 1.15.2. The Contractor must ensure written consent for survey participation is obtained from each Participant prior to survey participation. The Contractor must ensure the survey participation consent form is:
    - 1.15.2.1. 42 CFR Part 2 compliant and includes use of information and if information can be disclosed;
    - 1.15.2.2. Separate from the informed consent detailed in Section 1.3.; and
    - 1.15.2.3. Kept in the Participant's program record.
  - 1.15.3. The Contractor must utilize HIPAA, 45 CFR 160, 162, and 164, and 42 CFR Part 2 compliant digital survey software to administer the survey, collect participant responses, and analyze survey results. The Contractor must ensure:
    - 1.15.3.1. Surveys allow only anonymous responses and do not elicit a response that would collect personally identifiable information or information that would allow for the constructive identification of any individual; and
    - 1.15.3.2. There is no reasonable basis to believe the data could be used, alone or in combination with, other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information, protected health Initial MW or

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other state or federally regulated information.

- 1.15.4. The Contractor must review survey data every 30 days and must utilize survey data for program enhancement and improvement.
- 1.15.5. The Contractor must share aggregate and de-identified survey data with the Department as requested.
- 1.16. SAMHSA Unified Performance Reporting Tool (SUPRT)
  - 1.16.1. The Contractor must administer or coordinate the completion of SUPRT A and C baseline tool entries and associated re-assessments at six (6) months, one year, and discharge for all individuals receiving program services.
  - 1.16.2. The Contractor must provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the SUPRT, the tools required to complete the SUPRT-C, and the use and disclosure of the Part 2 information or other PHI required in order to complete the SUPRT. The Contractor must also provide staff training regarding the confidentiality of the identifiable information included in the SUPRT.
  - 1.16.3. The Contractor must ensure the SUPRT reporting tools are attempted at a minimum of the following intervals:
    - 1.16.3.1. Baseline: Within 30 days of initial grant-covered service;
    - 1.16.3.2. Six Month Re-assessment: Six months post baseline. The window for this tool entry opens five (5) months after the baseline tool entry and closes seven (7) months after the baseline for individuals still receiving services;
    - 1.16.3.3. Annual Re-Assessment: One year post baseline. The window for this tool entry opens eleven (11) months after the baseline tool entry and closes thirteen (13) months after the baseline for individuals still receiving services; and
    - 1.16.3.4. Closeout: Upon discharge from the initially referred service.
  - 1.16.4. The Contractor must ensure completed SUPRT data is entered into the Department-approved system, at a minimum of the following intervals:
    - 1.16.4.1. Baseline: Within 30 days of initial grant-covered service;
    - 1.16.4.2. Six Month Re-assessment: Six months post baseline. The window for this tool entry opens five (5) months after the baseline tool entry and closes seven (7) months after the baseline for individuals still receiving services;
    - 1.16.4.3. Annual Re-Assessment: One year post baseline. The window for this tool entry opens eleven (11) months after the baseline tool entry and closes thirteen (13) months after the baseline for individuals still receiving services; and
    - 1.16.4.4. Closeout: Upon discharge from the initially referred service. The Contractor must document any loss of contact with participants in the Department-approved system using the appropriate

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process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.

- 1.16.5. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.16.6. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.16.7. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.17. The Contractor must utilize the Department's identified technology-based Recovery Enhancement Tool (RET), once it is available, to enhance REP engagement, accountability, adherence, and retention, including:
  - 1.17.1. Administering and monitoring incentives;
  - 1.17.2. Tracking Participant's engagement; progress toward and achievement status of goals; and earned draws and incentives;
  - 1.17.3. Monitoring payor sources; and
  - 1.17.4. Tracking overall REP services provided.
- 1.18. The Contractor must collaborate with the Department and the Department's RET Contractor on RET design, implementation, and deployment.
- 1.19. The Contractor must ensure program staff who provide and/or supervise REP activities participate in and complete REP and RET training, provided by the Department's designated trainers, prior to REP implementation, and as requested by the Department.
- 1.20. Operationalization Plan
  - 1.20.1. The Contractor must ensure the REP is fully operational within 60 calendar days following the effective date of this Agreement, in accordance with Table 1, Operationalization Plan.
  - 1.20.2. The Contractor must ensure any updates to the Operationalization Plan are reviewed and approved by the Department prior to implementation.
  - 1.20.3. The Contractor must ensure the Operationalization Plan complies with all terms of this Agreement.

Table 1, Operationalization Plan	
Timeframe	Key Activities
Weeks 1-2	<ul style="list-style-type: none"> <li>- Hire and onboard REP Project Manager and Administrative Coordinator</li> <li>- Finalize MOUs with treatment and lab partners</li> <li>- Procure RPOCT kits and pre-approved gift cards</li> </ul>

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	- Schedule REP training
Weeks 3-4	- Train new and existing staff in REP protocols, SUPRT, Civil Rights compliance, and motivational interviewing - Test data tracking systems - Simulate REP sessions to ensure fidelity of program implementation
Weeks 5-6	- Begin enrollment through the Doorway, MAT providers, justice referrals, and Archways' peer network - Conduct participant orientations and informed consent
By day 60	- REP sessions operational at multiple Archways sites, with rolling admissions

1.21. Staffing

1.21.1. The Contractor must recruit and maintain sufficient staff assigned to the REP necessary to perform and carry out all the functions, requirements, roles and duties as proposed, including, but not limited to:

1.21.1.1. One (1) full-time equivalent (FTE) REP Project Manager to oversee program operations, including, but not limited to:

- 1.21.1.1.1. Coordination of REP activities.
- 1.21.1.1.2. Ensuring immediacy of incentive distribution.
- 1.21.1.1.3. Data collection.
- 1.21.1.1.4. SUPRT Completion.
- 1.21.1.1.5. Primary contact to the Department.

1.21.1.2. One (1) FTE REP Administrative Coordinator to monitor day-to-day program tasks, including:

- 1.21.1.2.1. Weekly reviews of Participant records to ensure the following information is documented:
  - 1.21.1.2.1.1. Dates of scheduled program visit;
  - 1.21.1.2.1.2. Attendance status of each scheduled visit;
  - 1.21.1.2.1.3. Result of each RPOCT administered; and
  - 1.21.1.2.1.4. Total number and cash value of incentives received; and
- 1.21.1.2.2. Assisting Participants with obtaining incentives, as applicable.

1.22. Data Entry and Reporting Requirements

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- 1.22.1. The Contractor must provide the Department with aggregate, client-level, non-identifiable data that supports contract deliverables. The Contractor must ensure client-level, non-identifiable data excludes information allowing the individual to be identified or constructively identified. Constructively identified means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. The Contractor must provide non-identified data from which there is no reasonable basis to believe that the data used alone or in combination with other reasonably available information, could be used to identify an individual who is a subject of the information. The Contractor must ensure that any reporting method complies with the conditions of Exhibit E, DHHS Information Security Requirements and Exhibit F, Business Associate Agreement.
- 1.22.2. The Contractor must ensure compliance with HIPAA, 45 CFR 160, 162, and 164, and 42 CFR Part 2, and confidentiality, consent, notice, and other legal requirements, as applicable to any data collected or reported.
- 1.22.3. The Contractor must work with the Department's Contractor to obtain authorization for and enter REP data into the REDCap™ system, which will be used to provide aggregate reporting to the Department. The Contractor must ensure the following data, at a minimum, is collected on a monthly basis:
  - 1.22.3.1. Demographics;
  - 1.22.3.2. Number of Participants served;
  - 1.22.3.3. Number of REP Sessions attended per Participant;
  - 1.22.3.4. Number of Participants who completed the REP;
  - 1.22.3.5. Number of Participants who did not complete the REP and reason(s) for non-completion;
  - 1.22.3.6. Cost of each incentive earned per Participant;
  - 1.22.3.7. Number of RPOCT completed per Participant;
  - 1.22.3.8. Number of negative RPOCT per Participant
  - 1.22.3.9. Percent of therapeutic contacts completed out of expected number of contacts (Completed Number of Contacts / 24) including:
    - 1.22.3.9.1. Medical;
    - 1.22.3.9.2. Psychiatric;
    - 1.22.3.9.3. Case management; and
    - 1.22.3.9.4. REP sessions.
- 1.22.4. The Contractor must submit monthly reports to the Department in a format approved by the Department. The Contractor must ensure monthly REP reports include only aggregate and non-identifiable data identified above.

1.22.5. The Contractor must submit monthly Aftercare Survey result

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Department in a format approved by the Department.

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

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

- 1.23.1. The Contractor must ensure they, and any provider which referrals are made to:
  - 1.23.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;
  - 1.23.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;
  - 1.23.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
  - 1.23.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
- 1.23.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 1.23.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
  - 1.23.3.1. Treatment in this context includes the treatment of OUD/StimUD;
  - 1.23.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and
  - 1.23.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 1.23.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
- 1.23.5. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
  - 1.23.5.1. Internal policies for the distribution of test strips;
  - 1.23.5.2. Distribution methods and frequency; and
  - 1.23.5.3. Other key data as requested by the Department.

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- 1.23.6. The Contractor must provide services to eligible individuals who:
  - 1.23.6.1. Receive MSUD services from other providers, including the individual's primary care provider;
  - 1.23.6.2. Have co-occurring substance use and mental health disorders; or
  - 1.23.6.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.23.7. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 1.23.8. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 1.23.9. The Contractor must collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve SUPRT data collection.
- 1.23.10. The Contractor must comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 1.24. Background Checks
  - 1.24.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
    - 1.24.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and
    - 1.24.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.25. Confidential Data
  - 1.25.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
  - 1.25.2. The Contractor must ensure any individuals involved in delivering services through this Agreement sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access Confidential Data. The Contractor must provide attestations upon Department request.
- 1.26. Privacy Impact Assessment

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1.26.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.26.1.1. How PII is gathered and stored;
- 1.26.1.2. Who will have access to PII;
- 1.26.1.3. How PII will be used in the system;
- 1.26.1.4. How individual consent will be achieved and revoked; and
- 1.26.1.5. Privacy practices.

1.26.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.27. Department Owned Devices, Systems and Network Usage

1.27.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

- 1.27.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.27.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.27.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.27.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.27.1.5. Only use equipment, software, or subscription(s) authorized by

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- the Department's Information Security Office or designee;
- 1.27.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
  - 1.27.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
  - 1.27.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
  - 1.27.1.9. Agree when utilizing the Department's email system:
    - 1.27.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
    - 1.27.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
    - 1.27.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
  - 1.27.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
    - 1.27.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
    - 1.27.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
    - 1.27.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

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**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment**

**EXHIBIT B**

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- 1.27.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.27.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.28. Contract End-of-Life Transition Services

1.28.1. General Requirements

- 1.28.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.28.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.28.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

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**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT B**

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- 1.28.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
  - 1.28.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
  - 1.28.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.28.2. Completion of Transition Services
- 1.28.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
  - 1.28.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.28.3. Disagreement over Transition Services Results
- 1.28.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**2. Exhibits Incorporated**

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

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## New Hampshire Department of Health and Human Services Reducing Substance Use and Improving Engagement in Treatment

### EXHIBIT B

accordance with the terms of Exhibit E, DHHS Information Security Requirements.

- 2.3. The Contractor must 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 F, Business Associate Agreement, which has been executed by the parties.

### 3. Additional Terms

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

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

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

- 3.2.1. The Contractor must submit:
- 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
  - 3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved in the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and
  - 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

#### 3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT B**

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in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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

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

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
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- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Federal funds, State Opioid Response (SOR), awarded by the DHHS Substance Abuse and Mental Health Services Administration (SAMHSA), ALN 93.788:
    - 1.1.1. SOR IV-B as awarded on 9/20/2025, H79TI087843.
    - 1.1.2. SOR IV-C as awarded on TBD, H79TI087843.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
  - 2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget Sheet.
4. The Contractor must seek payment for services in the following order
  - 4.1. First, if applicable, the Contractor shall charge the client's private insurance.
  - 4.2. Second, if applicable, the Contractor shall charge Medicare.
  - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 4.4. Fourth, the Contractor shall charge the client in accordance with the Contractor's Sliding Fee Scale Program.
  - 4.5. Lastly, if any portion of the amount specified in the Contractor's Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice and supporting backup documentation in a form and secure manner satisfactory to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor must:

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT C**

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- 5.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement;
- 5.2. Backup documentation includes:
  - 5.2.1. General Ledger showing revenue and expenses for the contract;
  - 5.2.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract;
    - 5.2.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed; and
    - 5.2.2.2. Attestation and time tracking templates, which are available to the Department upon request;
  - 5.2.3. Invoices supporting expenses reported that do not include unallowable expenses, per federal grant guidelines, and as amended, including:
    - 5.2.3.1. SOR 4 Notice of Funding Opportunity, page 31: <https://www.samhsa.gov/sites/default/files/grants/pdf/fy-2024-sor-nofo.pdf>; and
    - 5.2.3.2. SAMHSA's Standards for Financial Management and Standard Funding Restrictions, page 36: [FY 2024 Substance Abuse and Mental Health Services Administration \(SAMHSA\) Notice of Funding Opportunity \(NOFO\) Application Guide](#);
  - 5.2.4. Receipts for expenses within the applicable state fiscal year;
  - 5.2.5. Cost center reports;
  - 5.2.6. Profit and loss report;
  - 5.2.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request;
  - 5.2.8. Information requested by the Department verifying allocation or offset based on third party revenue received; and
  - 5.2.9. Summaries of client services revenue and operating revenue and other financial information as requested by the Department.
- 5.3. Is assigned an electronic signature and is emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov) or mailed to:

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT C**

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

6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. Audits
  - 9.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
    - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
    - 9.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after

**New Hampshire Department of Health and Human Services  
Reducing Substance Use and Improving Engagement in Treatment  
EXHIBIT C**

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the close of the Contractor's fiscal year.

- 9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

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New Hampshire Department of Health and Human Services								
Contractor Name: <i>Archways</i>								
Reducing Substance Use and Improving Engagement in								
Budget Request for: <i>Treatment</i>								
Indirect Cost Rate (if applicable) 10.00%								
Line Item	Program Cost - Funded by DHHS 9/30/25 - 6/30/26	Program Cost - Contractor Share/ Match 9/30/25 - 6/30/26	Program Cost - Funded by DHHS 7/1/26 - 9/29/26	Program Cost - Contractor Share/ Match 7/1/26 - 9/29/26	Program Cost - Funded by DHHS 9/30/26 - 6/30/27	Program Cost - Contractor Share/ Match 9/30/26 - 6/30/27	Program Cost - Funded by DHHS 7/1/27 - 9/29/27	Program Cost - Contractor Share/ Match 7/1/27 - 9/29/27
1. Salary & Wages	\$35,250	\$0	\$11,750	\$0	\$35,250	\$0	\$11,750	\$0
2. Fringe Benefits	\$9,870	\$0	\$3,290	\$0	\$9,870	\$0	\$3,290	\$3,290
3. Consultants	\$20,475	\$0	\$6,825	\$0	\$20,475	\$0	\$6,825	\$6,825
4. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$750	\$0	\$250	\$0	\$750	\$0	\$250	\$250
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$11,250	\$0	\$3,750	\$0	\$11,250	\$0	\$3,750	\$3,750
5.(e) Supplies - Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Travel	\$882	\$0	\$294	\$0	\$882	\$0	\$294	\$294
7. Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify) - Incentives</i>	\$3,750	\$0	\$1,250	\$0	\$3,750	\$0	\$1,250	\$1,250
#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
<i>Other (please specify) - Participant Needs</i>	\$3,000	\$0	\$1,000	\$0	\$3,000	\$0	\$1,000	\$1,000
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$85,227</b>	<b>\$0</b>	<b>\$28,409</b>	<b>\$0</b>	<b>\$85,227</b>	<b>\$0</b>	<b>\$28,409</b>	<b>\$28,409</b>
<b>Total Indirect Costs</b>	<b>\$8,523</b>	<b>\$0</b>	<b>\$2,841</b>	<b>\$0</b>	<b>\$8,523</b>	<b>\$0</b>	<b>\$2,841</b>	<b>\$2,841</b>
<b>Subtotals</b>	<b>\$93,750</b>	<b>\$0</b>	<b>\$31,250</b>	<b>\$0</b>	<b>\$93,750</b>	<b>\$0</b>	<b>\$31,250</b>	<b>\$31,250</b>
							<b>TOTAL</b>	<b>\$250,000</b>

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

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

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

### ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

### SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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Exhibit D  
Federal Requirements

Contractor's Initials

Date 11/24/2025

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

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### SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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

### PRIMARY COVERED TRANSACTIONS

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

### LOWER TIER COVERED TRANSACTIONS

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

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

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### SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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### SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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### SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

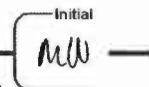
The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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## FORM A

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

1. The UEI (SAM.gov) number for your entity is: KKXDQA99L8J3
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                        YES

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

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

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

NO                        YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Contractor Name: Achways

Signed by:

*Dr. Mark Watman*

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Name: Dr. Mark Watman

Title: Vice President/COO

11/24/2025

Date: \_\_\_\_\_

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### Exhibit E

## DHHS Information Security Requirements

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### A. Definitions

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

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

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

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

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### Exhibit E

#### DHHS Information Security Requirements

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

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

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

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

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

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

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

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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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#### DHHS Information Security Requirements

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

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#### DHHS Information Security Requirements

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/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.

Contractor Initials 

## New Hampshire Department of Health and Human Services

### Exhibit E

#### DHHS Information Security Requirements

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

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

#### V. LOSS REPORTING

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

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

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

Contractor Initials 

## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

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

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 11/24/2025



New Hampshire Department of Health and Human

Exhibit F

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

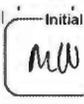
e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "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.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including b) Initial

Exhibit F

Contractor Initials 

Date 11/24/2025



New Hampshire Department of Health and Human

Exhibit F

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected priv

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MW

Date 11/24/2025



**New Hampshire Department of Health and Human**

**Exhibit F**

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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

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MW

Date 11/24/2025



**New Hampshire Department of Health and Human**

**Exhibit F**

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:  
  
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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Contractor Initials



New Hampshire Department of Health and Human

Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Achways

The State

Name of the Contractor

DocuSigned by:

Signed by:

Katja S. Fox

Dr. Mark Watman

ED9D05B04C63442...

211804009D1D415...

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Dr. Mark Watman

Name of Authorized Representative

Name of Authorized Representative

Director

Vice President/COO

Title of Authorized Representative

Title of Authorized Representative

12/1/2025

11/24/2025

Date

Date

Exhibit F

Initial MW

# 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 ARCHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 09, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 733566

Certificate Number: 0007330451



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of November A.D. 2025.

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

David M. Scanlan  
Secretary of State

## Filing History

 [Back to Home \(/online\)](#)

Business Name	Business ID
ARCHWAYS	733566

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0007066034	02/25/2025	02/25/2025	Nonprofit Report	2025
0005744112	03/14/2022	03/14/2022	Amendment	N/A
0005634509	01/17/2022	01/17/2022	Tradename D/B/A Expiration Notice	N/A
0004966457	07/27/2020	07/27/2020	Nonprofit Report	2020
0004771703	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003181602	10/09/2015	10/09/2015	Business Formation	N/A

Page 1 of 1, records 1 to 6 of 6

[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

© 2022 State of New Hampshire.

**CERTIFICATE OF AUTHORITY**

I, Brad Davis, 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 Archways.  
(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 October 9, 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Dr. Mark Watman, Vice President / Chief Operating Officer (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Archways 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: 11/17/2025

Signed by:  
Brad Davis  
E754F9AC72DC447  
Signature of Elected Officer  
Name:  
Title:



# NONPROFIT COVER SHEET

**A. Entity Name:** Archways

**B. Entity's Contact Information:**

**For Records Requests (e.g., resumes of key personnel; audited financial statements):**

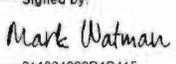
Name / Phone / Email: Dr. Mark Watman / 603-520-7870 / [mwatman@archwaysnh.org](mailto:mwatman@archwaysnh.org)

**Person responsible for Accuracy and Completeness of information provided:**

Name: Dr. Mark Watman

Title: Vice President/COO

Signature: \_\_\_\_\_

Signed by:  
  
 211804009D1D415

**C. List Board of Directors and Affiliations**

<u>Name (Identify any additional role(s) in Parentheses)</u> E.g., John Doe (President)	<u>Affiliations</u>
Brad Davis (President)	Davis Hunt Law
Andrea Jergensen	
Donna Toomey	HealthApply
Stephanie Wolff	Franklin Partners in Prevention
Lindy Keller	Retired - NH DHHS BDAS

**D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):**

<u>Name</u>	<u>Role</u>	<u>Annual Salary</u>	<u>Amount Paid From This Contract</u>
Michelle Lennon	President	\$112,269.56	\$0.00
Mark Watman	Vice President	\$92,699.88	\$35,000

**DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY**

**E. Check one of the following:**

- The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**
  - The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).
- 
- 
- 

**CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION**

**F. Check one of the following:**

- is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (\*\* see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**
- is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**
- is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

\*\* Note: Attached screen shot from the DOJ Registered Charities List found at:

<https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf>

30755	Archways	5 Prospect Street	Tilton	NH	03276	G	11/15/2025
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**FINANCIAL DISCLOSURES**

**G. Check one the following:**

- The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**
- The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**
- If neither of the above apply*, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization’s most recently completed fiscal year:

**1. INCOME STATEMENT**

		<u>Revenue</u>	<u>Expenses</u>
<i>Grants</i>	\$		<i>Compensation of officers, directors, and key personnel</i>
<i>Donations</i>	\$		
<i>Program Services Revenue</i>	\$		<i>Other salaries &amp; wages</i>
<i>Interest &amp; Dividends</i>	\$		<i>Payroll taxes &amp; employee benefits</i>
<i>All other Revenue</i>	\$		<i>Occupancy, rent, utilities, and insurance</i>
<u>Total Revenue</u>	\$		<i>Printing, publications, postage, office supplies, and IT</i>
			<i>All other expenses</i>
			<u>Total Expenses</u>



Archways Community Resource Centers - Tilton, Franklin, Concord, Plymouth

**MISSION:** To strengthen and empower families and the Archways Community Resource Center communities by promoting health, well-being, and self-sufficiency through positive relationships, support, collaboration, and education.

**VISION:** To be a Community Resource Center of Quality, certified by the Council on Accreditation of Peer Recovery Support Services and the National Standards of Quality for Family Resource Centers... a place where all community members feel welcomed to ask questions and find connections to information and resources that strengthen and empower the people of our community.

# *Financial Statements*

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## **ARCHWAYS**

**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**ARCHWAYS**  
**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Archways

### **Opinion**

We have audited the accompanying financial statements of Archways (a New Hampshire nonprofit organization), which comprise the statement of financial position as of December 31, 2023, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Archways as of December 31, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

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

### **Prior Period Financial Statements**

The financial statements of Archways as of December 31, 2022, were audited by other auditors whose report dated February 28, 2025, expresses an unmodified opinion on those statements.

### **Responsibilities of Management for the Financial Statements**

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

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

### **Auditors' Responsibilities for the Audit of the Financial Statements**

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

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

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

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

*Leanne, Mc Donnell + RobeAs*  
*Professional Association*

Wolfeboro, New Hampshire  
August 27, 2025

**ARCHWAYS**

**STATEMENTS OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2023 AND 2022**

	<b><u>2023</u></b>	<b><u>2022</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 239,424	\$ 443,663
Grants and contracts receivable	467,666	171,481
Accounts receivable	3,558	99
Prepaid expenses	<u>19,407</u>	<u>8,499</u>
Total current assets	<u>730,055</u>	<u>623,742</u>
<b>PROPERTY</b>		
Land	150,700	72,700
Building and improvements	532,456	255,456
Leasehold improvements	32,586	21,230
Equipment, vehicles, and fixtures	<u>79,692</u>	<u>73,967</u>
Total property and equipment	795,434	423,353
Less accumulated depreciation	<u>(99,359)</u>	<u>(67,355)</u>
Property, net	<u>696,075</u>	<u>355,998</u>
<b>OTHER ASSETS</b>		
Deposits	3,800	3,800
Right-of-use asset, net	<u>27,239</u>	<u>73,691</u>
Total other assets	<u>31,039</u>	<u>77,491</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 1,457,169</u></b>	<b><u>\$ 1,057,231</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 13,482	\$ 33,006
Accrued payroll and related liabilities	37,596	28,662
Current portion of notes payable	34,749	6,796
Current portion of operating lease liability	27,939	46,952
Other liabilities	13,065	12,508
Deferred revenue	<u>-</u>	<u>20,713</u>
Total current liabilities	<u>126,831</u>	<u>148,637</u>
<b>OTHER LIABILITIES</b>		
Notes payable, net of current portion shown above	489,724	173,934
Operating lease liability, net of current portion shown above	<u>-</u>	<u>27,939</u>
Total other liabilities	<u>489,724</u>	<u>201,873</u>
Total liabilities	<u>616,555</u>	<u>350,510</u>
<b>NET ASSETS</b>		
Without donor restrictions		
Undesignated	733,914	519,302
Board designated	<u>10,000</u>	<u>10,000</u>
Total net assets without donor restrictions	743,914	529,302
With donor restrictions		
Purpose restrictions	<u>96,700</u>	<u>177,419</u>
Total net assets	<u>840,614</u>	<u>706,721</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 1,457,169</u></b>	<b><u>\$ 1,057,231</u></b>

See Notes to Financial Statements

**ARCHWAYS**

**STATEMENT OF ACTIVITIES  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<b><u>2023</u></b>	<b><u>2022</u></b>
<b>CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b>		
<b>REVENUE AND SUPPORT</b>		
Contributions	\$ 37,748	\$ 19,825
Government grants and contracts	1,670,451	1,421,504
Recovery coaching	120,170	87,562
Rental income	54,126	52,947
Other income	37,048	272
Net assets released from restrictions	<u>177,419</u>	<u>-</u>
Total revenue and support without donor restrictions	<u>2,096,962</u>	<u>1,582,110</u>
<b>EXPENSES</b>		
<b>Program services</b>		
Peer recovery and support	1,006,778	897,553
Family support and parent education	482,526	389,231
Forever hope training center	<u>94,927</u>	<u>105,220</u>
Total program services	1,584,231	1,392,004
<b>Supporting activities</b>		
Management and general	<u>298,119</u>	<u>247,728</u>
Total expenses	<u>1,882,350</u>	<u>1,639,732</u>
<b>CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>214,612</u>	<u>(57,622)</u>
<b>CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS</b>		
Government grants and contracts	96,700	177,419
Net assets released from restrictions	<u>(177,419)</u>	<u>-</u>
<b>CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS</b>	<u>(80,719)</u>	<u>177,419</u>
<b>CHANGE IN NET ASSETS</b>	133,893	119,797
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>706,721</u>	<u>586,924</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 840,614</u>	<u>\$ 706,721</u>

See Notes to Financial Statements

**ARCHWAYS**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2023**

	Program Services			Total Program Services	Management and General	Total
	Peer Recovery Support	Family Support and Parent Education	Forever Hope Training Center			
Personnel	\$ 737,467	\$ 303,714	\$ 21,837	\$ 1,063,018	\$ 100,384	\$ 1,163,402
Contract labor	114,166	13,135	29,390	156,691	49,182	205,873
Program supplies	21,929	152,849	11,838	186,616	9,600	196,216
Occupancy	71,297	6,728	2,942	80,967	42,429	123,396
Communications	24,978	3,521	19	28,518	18,249	46,767
Depreciation	-	-	-	-	32,004	32,004
Insurance	9,706	-	-	9,706	13,876	23,582
Travel	12,328	1,941	2,192	16,461	965	17,426
Other expenses	14,907	638	26,709	42,254	31,430	73,684
<b>Total functional expenses</b>	<b>\$ 1,006,778</b>	<b>\$ 482,526</b>	<b>\$ 94,927</b>	<b>\$ 1,584,231</b>	<b>\$ 298,119</b>	<b>\$ 1,882,350</b>

See Notes to Financial Statements

**ARCHWAYS**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2022**

	Program Services			Total Program Services	Management and General	Total
	Peer Recovery Support	Family Support and Parent Education	Forever Hope Training Center			
Personnel	\$ 665,796	\$ 235,282	\$ -	\$ 901,078	\$ 100,120	\$ 1,001,198
Contract labor	45,341	26,158	59,292	130,791	43,596	174,387
Program supplies	17,211	33,915	37,964	89,090	12,149	101,239
Occupancy	75,717	1,010	-	76,727	24,230	100,957
Communications	22,315	12,919	-	35,234	11,745	46,979
Depreciation	7,251	12,828	1,115	21,194	6,693	27,887
Insurance	3,779	-	-	3,779	18,451	22,230
Professional fees	2,324	8,365	-	10,689	929	11,618
Training	1,692	979	6,233	8,904	-	8,904
Travel	8,015	176	616	8,807	-	8,807
Other expenses	48,112	57,599	-	105,711	29,815	135,526
Total functional expenses	\$ 897,553	\$ 389,231	\$ 105,220	\$ 1,392,004	\$ 247,728	\$ 1,639,732

See Notes to Financial Statements

**ARCHWAYS****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 133,893	\$ 119,797
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	32,004	27,887
Reduction in carrying amount of right-of-use assets	46,451	46,651
Changes in operating assets and liabilities:		
Grants and contracts receivable	(296,185)	(19,364)
Accounts receivable	(3,459)	(99)
Prepaid expenses	(10,908)	(899)
Deposits	-	2,500
Accounts payable	(19,524)	23,226
Accrued payroll and related liabilities	8,934	3,576
Other liabilities	557	11,843
Deferred revenue	(20,713)	(1,087)
Operating lease liability	<u>(46,951)</u>	<u>(45,451)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>(175,901)</u>	<u>168,580</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property	<u>(17,081)</u>	<u>(11,500)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(17,081)</u>	<u>(11,500)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayments on notes payable	<u>(11,257)</u>	<u>(6,477)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(11,257)</u>	<u>(6,477)</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	(204,239)	150,603
<b>CASH AND EQUIVALENTS, BEGINNING OF YEAR</b>	<u>443,663</u>	<u>293,060</u>
<b>CASH AND EQUIVALENTS, END OF YEAR</b>	<u>\$ 239,424</u>	<u>\$ 443,663</u>
<b>NON-CASH SUPPLEMENTAL DISCLOSURES:</b>		
Right-of-use asset obtained in exchange for operating lease liability	<u>\$ -</u>	<u>\$ 120,342</u>
Acquisition of property with note payable	<u>\$ 355,000</u>	<u>\$ -</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid for interest	<u>\$ 11,800</u>	<u>\$ 8,874</u>
Operating cash outflows from operating leases	<u>\$ 47,300</u>	<u>\$ 46,100</u>

See Notes to Financial Statements

## ARCHWAYS

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

#### **1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Organization**

Archways (the Organization) was organized in 2015 and is dedicated to strengthening and empowering families and the community by promoting health, well-being, and self-sufficiency through positive relationships, support, collaboration and education.

The Organization operates the following programs:

*Peer Recovery Support* – Programs of peer recovery support are intended to help individuals and families initiate and sustain recovery from problematic alcohol and drug use. These include comprehensive coaching, telephone support, a fitness program, cafes which promote healthy social connection and positive, generative discussion of topics to support recovery, benefit navigation, healthcare navigation, and more.

*Family Support and Parent Education* – Family support services include comprehensive family support home visiting, a caregiver and child playgroup, kinship family support both center-based and home visiting, and parent cafes to promote healthy social connection. Family support services promote protective factors for families: Parental resilience, Healthy Social Connection, Concrete Supports in Times of Need, Knowledge of Childhood Development, and Social-Emotional Competence of Children. These are considered primary prevention techniques to reduce child abuse and neglect and promote family strengthening and self-sufficiency. Parent education includes multiple curriculum delivery to parents and kinship caregivers including: Parenting the Second Time Around, Active Parenting Birth to 5, Active Parenting of Teens, Nurturing Skills, Parenting Journey in Recovery, Positive Solutions for Families. Parent education classes are structured evidence based experiences for parents and caregivers that promote skills to enhance the protective factors for family support and strengthening.

*Forever Hope Training Center* – Our training program is dedicated to high quality training for the field of peer recovery support services and family support services. We offer the CEU approved trainings of the Art & Science of Peer Recovery Support, the Art & Science of Ethical Considerations for Peer Support Work, Suicide Prevention, HIV/AIDS/HEP Prevention, Co-Occurring Disorders for Peer Support Workers, Supporting Families Affected by Opioid Use Disorder and more.

##### **Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation is incurred.

## ARCHWAYS

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

#### **Basis of Presentation**

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

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

*Net assets with donor restrictions* – Net assets subject to donor or certain grantor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

#### **Use of Estimates**

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

#### **Cash and Cash Equivalents**

For the purpose of the statement of cash flows, cash and cash equivalents consists of demand deposits, cash on hand, restricted cash, and all highly liquid investments with a maturity of 90 days or less.

	<u>2023</u>	<u>2022</u>
As presented on the Statement of Financial Position:		
Cash	<u>\$ 239,424</u>	<u>\$ 443,663</u>

#### **Accounts Receivable**

The Organization utilizes the allowance method of accounting for bad debts. No allowance was determined to be necessary as of December 31, 2023 and 2022. The allowance is based on past historical experience and management review of specific accounts. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

**ARCHWAYS**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

**Grants and Contracts Receivable**

Grant and contracts receivables are recorded when the Organization has met all applicable eligibility requirements, and the revenue is considered realizable. Receivables are stated at the amount management expects to collect from grantors. The Organization uses the allowance method for accounting for bad debts. No allowance has been recorded as of December 31, 2023 and 2022, because management of the Organization believes that all outstanding receivables are fully collectible.

**Property**

Property is stated at cost. Donated property is recorded at fair value determined as of the date of the donation. The Organization's policy is to capitalize expenditures for equipment and major improvements with a cost in excess of \$3,000 and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

Leasehold improvements	3 years
Buildings and improvements	25 years
Equipment, vehicles, and fixtures	5 - 7 years

Depreciation expense was \$32,004 and \$27,887 for the years ended December 31, 2023 and 2022, respectively.

**Leases**

The Organization leases office space (operating lease) in Concord, New Hampshire. The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use (ROU) assets, other current liabilities, and an operating lease liability on the balance sheet.

ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. If the operating leases do not provide an implicit interest rate, the Organization uses the risk-free rate at the lease commencement date in determining the present value of lease payments. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

## **ARCHWAYS**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

#### **Compensated Absences**

All employees of the Organization working 20 hours or more earn paid time off. A maximum of 25 days may be earned based on years of service. Employees may carry over up to 25 days from one calendar year to the next. Upon termination of employment up to 5 days of accrued and unused personal time off is paid to employees.

#### **Deferred Revenue**

Deferred revenue represents fees for various programs collected in advance of services to be rendered.

#### **Revenue Recognition**

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

The Organization recognizes revenue from contracts with customers in the form of charges for recovery coach sessions when those services are provided to an individual. There was no beginning or ending balances of receivables, contract assets or contract liabilities for the years ended December 31, 2023 and 2022.

#### **Recovery Coach Sessions**

Charges for recovery coach sessions are invoiced monthly. Charges are based on the type of service provided, and do not incorporate variable consideration. The Organization recognizes revenue for recovery coach sessions at the point in time when services are provided. The Organization recognizes a receivable for services provided in advance of payment being received.

#### **Contributions and Grants**

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/of nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

## **ARCHWAYS**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by the individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

The Organization also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Organization has met those performance requirements or incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as either advances from grantors or revenue with donor restrictions, dependent upon contribution terms and conditions. Amounts not yet received, but already awarded, are recorded as grants and contracts receivable.

#### **Functional Allocation of Expenses**

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Directly identifiable expenses are charged entirely to the program or supporting service benefited. Certain indirect costs have been allocated among the programs and supporting services benefited based on estimates of time and effort.

#### **Income Taxes**

The Organization has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for any exempt function income. In addition, the Organization is not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of December 31, 2023 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements for the years ended December 31, 2023 and 2022.

**ARCHWAYS**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

**Fair Value of Financial Instruments**

Cash and equivalents, grants and contracts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

**2. LIQUIDITY AND AVAILABILITY**

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

The following table reflects the Organization's financial assets as of December 31, 2023 and 2022, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. Amounts not available include the board designated funds. In the event the need arises to utilize the board designated funds for liquidity purposes, the reserves could be drawn upon through approval by the Board of Directors.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use and internal board designations, within one year of the statement of financial position date, comprise the following:

	<b><u>2023</u></b>	<b><u>2022</u></b>
Cash and cash equivalents	\$ 239,424	\$ 443,663
Grants and contracts receivable	467,666	171,481
Accounts receivable	<u>3,558</u>	<u>99</u>
Total financial assets	710,648	615,243
Less amounts not available to be used within one year:		
Board designated operating reserve	(10,000)	(10,000)
Net assets with donor restrictions	<u>(96,700)</u>	<u>(177,419)</u>
Financial assets available to meet cash needs for general expenditures within twelve months	<u>\$ 603,948</u>	<u>\$ 427,824</u>

**ARCHWAYS**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

**3. NOTES PAYABLE**

The Organization's obligations under notes payable consist of the following as of December 31, 2023 and 2022:

	<b><u>2023</u></b>	<b><u>2022</u></b>
Note payable, due in monthly installments of \$1,279, including interest at 4.75% through June 7, 2025. Variable interest rate thereafter, based on Federal Home Loan Bank 5 Year Classic Advance Rule plus 2.50%. Balloon payment for unpaid principal and interest due May 7, 2040. The note is collateralized by real estate.	\$ 173,934	\$ 180,730
Note payable, due in monthly installments of \$3,853, including interest at a fixed rate of 5.5%. Any unpaid principal and interest is due November 1, 2033. The note is collateralized by real estate.	<u>350,539</u>	<u>-</u>
	524,473	180,730
Less current portion due within one year	<u>(34,749)</u>	<u>(6,796)</u>
Total long-term debt	<b><u>\$ 489,724</u></b>	<b><u>\$ 173,934</u></b>

Future maturities of notes payable as of December 31, 2023 are as follows:

<b><u>Year Ending</u></b> <b><u>December 31,</u></b>	<b><u>Amount</u></b>
2024	\$ 34,749
2025	36,683
2026	38,698
2027	40,825
2028	43,049
Thereafter	<u>330,469</u>
	<b><u>\$ 524,473</u></b>

**ARCHWAYS**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

**4. OPERATING LEASES**

During August 2021, the Organization entered into a lease agreement for office space located in Concord, New Hampshire through July 2024. Payments under the terms of the agreement are \$3,800 per month, increasing \$100 annually. Lease options that the Organization believes are reasonably certain to exercise are included in the measurement of the lease assets and liabilities. The lease term is used for the amortization life of the lease asset. The terms of the lease are through July 2024. The Organization has measured the lease liability using the risk free rate of 0.65% as of the effective date of the lease.

The maturities of the operating lease liability as of December 31, 2023 were as follows:

<b><u>Year Ending December 31,</u></b>	<b><u>Amount</u></b>
2024	\$ 28,000
Less interest	<u>(61)</u>
Present value of lease liability	<u>\$ 27,939</u>

Total operating lease expense included in program services and management and general expenses was \$47,300 and \$46,100 for the years ended as of December 31, 2023 and 2022, respectively.

**5. RENTAL INCOME**

The Organization leases and subleases office space to independent organizations from its Franklin and Concord locations. The office space leases do not transfer ownership of the leased assets and do not provide an option for the lessees to purchase the assets. The office space leases are operating lease agreements with terms 12 months or fewer. Each lease agreement contains an option to extend for an additional 12-month term, with a total of four option terms. These agreements are cancelable at any time during the term, provided there is 90-days' notice given.

Cash receipts from operating leases are classified within cash flows from operating activities. For the years ended December 31, 2023 and 2022, the Organization recognized sublease income of \$33,397 and \$38,050, respectively, which is included in rental income on the statement of activities.

**ARCHWAYS**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

The following is an analysis of the carrying amounts of underlying assets related to operating leases:

Buildings and improvements	\$ 255,456
Less: accumulated depreciation	<u>33,266</u>
 Total cost, net	 <u>\$ 222,190</u>

**6. CONTINGENCIES**

The Organization participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

**7. CONCENTRATION OF CREDIT RISK**

The Organization maintains bank deposits at local financial institutions located in New Hampshire. The Organization's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. As of December 31, 2023 the Organization's cash was fully insured. As of December 31, 2022, \$185,094 of the Organization's cash was uninsured.

**8. RECLASSIFICATION**

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

**9. SUBSEQUENT EVENTS**

During June 2024, the Organization extended its lease of the Concord office space for an additional three year term through July 2027.

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through August 27, 2025, the date the December 31, 2023 financial statements were available for issuance.

**DR. MARK T. WATMAN**

**RESUME**



**EDUCATION**

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New England College **Ed.D** in Education Administration

- Dissertation: New England College: A Narrative Study of Identity & Organizational Change
- Action Research Project: Auto-ethnographic Research and Writing (Writing Yourself into the Role of Organizational Change)

Bennington College **M.F.A.** in Writing and Literature, Bennington Writing Seminars

New England College **B.A.** in English, minor in Philosophy, minor in Women's Studies

**ACADEMIC AND ADMINISTRATIVE POSITIONS**

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**Vice-President, COO**, Archways; 2023-Current

- Oversee all day-to-day operations of the 4 Archways Family Resource Center/Recovery Community Organizations in NH.
- Provided leadership, management supervision for all social services components related to the delivery of both Recovery and Family Support programming and initiatives including overseeing participant development, professional development, etc,
- Lead administrator in charge under the President.

**Independent Consultant on Systems Compliance, Organizational Change and Sustainability**

September 2017-2024

- Worked with over 20 Educational Systems (Universities, Colleges, and High schools), and 15 Non-Profit Agencies
- Assessed operational systems, culture, leadership, sustainability of existing programs and organizations and recommended changes for systems improvements, organizational change, and revenue enhancement; guided processes for implementing accepted recommended changes
- Developed Strategic Planning systems and worked with Senior Leadership to implement strategic planning processes to develop 3, and 5 year Strategic Plans
- Delivered senior leadership and middle management training based on internal assessment of leadership strengths and weaknesses; provided private coaching and mentorship

**Academic Principal (Mayor)**, Wediko Children's Services- Summer Program; June 2017-August 2017

- Managed all essential functions of the academic component of The Wediko Summer Program which is known as Think City- a one-of-a-kind creative learning collaborative for some of the highest risk student populations ages 8-18;
- Provided direct leadership, management, and supervision of all academic components related to Think City including structuring and managing classrooms conducive to learning, creating and implementing a program wide curriculum, and overseeing all academic staff and teachers;

**Provost, CAO, New England College; 2014-May2016**

- Expanded responsibilities of VPAA position including overseeing departments and areas of VPAA (see below) as well as all of Student Development, Information Technology (IT), and Athletics. Lead administrator in charge under the President.
- Led the development of the New England College 2016-2021 Strategic Plan;
- Oversaw expansion of Residential Life and Academic technology services;
- Led substantial academic program expansion and enrollment growth in both Graduate and Online Continuing Education.

**Vice President for Academic Affairs, CAO, New England College; 2012- 2014**

- Chief Academic Officer for New England College overseeing all undergraduate, graduate, and continuing education programs, as well as the Library, Art Gallery, Academic Support Services (Tutoring, Mentoring, Registrar's office, Disability Services, Career and Life Planning) and the areas under Student Development (Wellness Center, Campus Safety, Student Involvement and Engagement, Campus Judicial Program, and Student Clubs and Activities);
  - Led successful 2013-14 NEASC Ten-Year Comprehensive Self-Study process;
  - Led Repositioning Effort which resulted in narrowing brand-identity, streamlining curriculums, creating cost-efficiencies, and improving the catalog of academic programs offered at the College;
  - Led expansion into online continuing education programs which resulted in 800 student body increase within the first three years of this expansion.

**Dean of Academic Services, New England College; 2008-2012**

**Associate Dean of Academic Services, New England College; 2006-2008**

- This position assists the VPAA in all Academic Affairs matters not specifically covered in the division/collegium deans/chairs responsibilities including acting for the VPAA in his/her absence;
- Oversaw Tutoring Services, Disability Services, Career and Life Planning Services, Advising Services, Mentoring Services, CoNECTIONS Programming and ESL programming;
- Served as a liaison between students, parents and faculty and the VPAA;
- Coordinated and directed the college's assessment of academic programs including chairing the institutional-level Assessment Steering Committee which is responsible for maintaining assessment initiatives;
- Collaborated with the VP of Enrollment and Marketing in order to coordinate academic support services with student life support services;
- Served on such campus-wide committees as the VPAA Council, the President's Strategic Planning Council, the Budget Advisory committee, the Enrollment Management Group, and the Board of Trustees Academic Affairs Committee.

**Founding Director of MA in Professional Writing, New England College; 2009-2012**

- Responsibilities Included: Program Review, Assessment & Evaluation; Recruitment and Mentoring of Graduate Faculty; Oversight of Program Policies and Pedagogical Standards; Review of Course Evaluations; Program Management to include Review of applicants, Development of Program Schedule of Course Offerings, Faculty Assignments; Service on Graduate Council; Marketing and Enrollment Management functions in connections with Admissions office;

- Course Development and Teaching: Developed and taught PW 5000: Introduction to Professional Writing and Rhetoric; PW 6005-Special Topics: Creative Non-Fiction; and PW 7100: Thesis in Professional Writing Portfolios in Professional Writing, etc.;
- Thesis advisor for Professional Writing Thesis/Capstone Projects.

**Professor of Higher Education**, New England College; 2014-16

- Courses taught in Ed.D program included section on Higher Education Strategic Planning, Budgetary Analysis, etc

**Professor of Writing**, New England College; 2012-2013

**Associate Professor of Writing**, New England College; 2011- 2014

**Assistant Professor of Writing**, New England College; 2005-2011

- Courses include multiple sections of: LAS 2: Outsiders in America; LAS 1: Creativity and Being Human; ENG 3530: Poetry Workshop; EN 4520:Advanced Poetry Workshop; WR 1010: College Writing I; WR 1020: College Writing II; WR 1910: Introduction to Professional Writing; EN 3040: Modern Literature: William Carlos Williams, BU 3990: Edge Sports NH; and General Education courses.

**Senior Instructor**, Granite State College; 2000- 2016

- Courses include multiple sections of: ENG 603: Creative Non-Fiction: an Online Interactive Course; ENG600: Expository Writing: an Online Interactive Course; ENG500: The Writing Process (an Online Interactive Course; ENG604: Creative Writing: an Online Interactive Course; ENG645B: Advanced Fiction Writing; ENG645B: Advanced Creative Non-fiction Writing; ENG604: The Creative Word: an Online Interactive Course; HUMN607F: Poetry Writing; COMM500: The Writing Process: an Online Interactive Course; HUMN506: Major American Poets.

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**Lecturer in English and Writing**, Franklin Pierce College; 2000- 2006

- Courses include multiple sections of: ENG422: Writing for Publication; ENG417: Advanced Fiction Workshop; ENG237: Poetry Workshop; ENG421: Advanced Poetry Workshop; ENG220: Advanced Composition; ENG220: Creative Writing; IC105:College Writing I; IC106: College Writing II ; Writing Skills; independent studies in those courses as well as EN450: Chapbook Editing and Publishing;
- Designed and gained approval for new Core Required English Department course: Introduction to Creative Writing. This is a course that will be required for ALL English Majors;
- Evaluated Comprehensive Exams and Oral Defense of graduating Seniors with the full-time English Department members.

**Adjunct Associate Professor of English**, Colby-Sawyer College; 2000- 2005

- Courses include multiple sections of: ENG263: Mythology and Folklore; WRT207: Creative Writing II; WRT105: College Writing; WRT301: Intermediate Creative Writing: Poetry; WRT395: Poetry Writing-A Postmodern Poetics Intensive; WRT395: Writing Fiction: A Character Centered Writing Intensive; ENG250: Contemporary Poetry; WRT201: Creative Writing and independent studies.

**Part-time Instructor**, New England College 2003, 2005

- Courses include multiple sections of: WRT 1020: College Writing; WRT1020: College Writing II.

**Adjunct in Writing, Keene State College; 2000-2001**

- Courses include multiple sections of ENG101: Essay Writing.

**EXAMPLES OF CAMPUS SERVICE**

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New England College

- Chair- Provost's Council (2014-16)
- Chair- Dean's Council (2012-16)
- Member of "Senior Team" (2012-16)
- Chair- New England College Repositioning Task Force (2013-14)
- Member of Behavioral Intervention Team (2011-2014)
- Chair-12 Month Planning Committee (2012-15)
- Co-Chair of the Strategic Planning Committee on Community (2010-11)
- Member of EMG Steering Committee (2010-16)
- Chair of the Assessment Steering Committee (Presidential Appointment, 2009-12)
- Faculty Representative to the Annual Fund (2009-present) Co-Chair of the "Advising Advisory Board" (2009-11)
- Faculty Advisor to Student Senate (2009-11)
- Member of BMG (Blackboard Management Group (2009-11)
- Member of Honors Advisory Committee (2009-12)
- Member of Master Planning Selection Committee (2009-10)
- Ex-Officio Member on the Board of Trustee's Academic Affairs Committee (2008-09)
- Chair of Curriculum Committee (2008-11)
- Member of Enrollment Management Committee (EMG) (2008-11)
- Member of Graduate Council (2008-16)
- Ex-officio Member of Budget Advisory Committee (BAC) (2008-16)
- Member of Executive Committee (EXCOM) (2008-16)
- Member of President's Strategic Planning Council (2008-16)
- Member of New Programs Task Force (2008-09)
- Member of NEASC 5-Year Review Steering Committee (2008-09)
- Member of Connections Committee (2008)
- Member of Chairs/VPAA Council (2007- 2012)
- Faculty Representative to the Board of Trustee- Committee on Markets and programs: Enrollment (this committee was often referred to as the Board of Trustee's "Committee on " Mission & Markets: Enrollment: and then later the "Committee on Enrollment and Student Engagement) (2007-09)
- Member of Honors Program Committee (or "Task Force") (2007-08)
- Member of NESSE committee (2007-08)

- Member of Middle Management Group (2007-08)
- Member of the Faculty Development Committee (2007-08)
- Member of Judicial Board (2006-08)
- Member of First Year Programming Committee (2006-08)
- Member of the General Education Committee (2006-08)
- Member of Manual Review Committee (2006-07)
- Faculty Advisor to the *Henniker Review* (2005-11)
- Faculty Representative to the Board of Trustee-Alumni Board (2005-07)
- Member of Mission Statement Task Force (2005-07)
- Member of “First Year Scenario Teams” (2005-06)

### **SELECTED DISTINCTIONS /AWARDS / PUBLICATIONS/PRESENTATIONS /GRANTS ETC.**

#### External Teaching/Administrative Related

- Participant at Teagle “Data into Action Institute (2011) Connecticut College.
- Representing New England College at the Leadership Coalition Conference (a two day conference that’s part of our Engelhard grant) in Washington, DC. which focused on Bringing Theory to Practice Project.
- Authoring the College’s 2009 Report on Assessment Initiatives for the NEASC report. Representing New England College as one of our two delegates at Annual NEASC Meetings and Conferences in Boston.
- Participating in the D4D (Debating for Democracy) On the Road Training workshop.
- Attending and participating at the Engelhard Foundation (in partnership with AAC&U.) Conference on “Campus Change for Learning.”
- Attending the NERCOMP conference on *The Liberal Arts and Technology* at UMASS Amherst. Attending a NSSE Webinar on Gaining knowledge about NESSE and Assessment practices in Student Affairs.
- Numerous Forums led on Academic Support Services and Institutional Assessment at Faculty Retreats, New England College.

#### Selected Writing Related Publications and Activities

- Published poems “A Subtraction of Differentials” in *Seldom Blues*, “Sitting Idle, No Noise in June,” “Far Off-- The Peeled Bay,” and “The Hydrogen Garden” in various editions of *Entelechy International: A Journal of Contemporary Ideas*, poems “Like the Kingdom of God” and “June: Set Piece” in *The Henniker Review*, and the poem “Twenty Incantations” in the Anthology *Tygerburning*.
- Published excerpts from collaborative poetry writing project with poet Kevin G. Durr: “Selections from Twenty-One” in the 2010 edition of *The Henniker Review*.
- Manuscript under review: book length manuscript of poems titled *The Hydrogen Garden*.
- Published my photographs “Black Water Backdrop No. 2” and “Deep Root of Bitter Tree” as the title photograph and a content photograph for Maura MacNeil's book of poetry *A History of Water* published by Finishing Line Press.

- Editor in Chief for the winter 2008 edition of *Edge Sports NH*.
- Editor of the 2007/8 edition of *the inklinger*, which is the New England College Writing Program's publication of the best writing from Writing 1010.
- Delivered poetry readings at numerous places including the New England College Writing Program's Public Reading Series, Bennington College Writing Seminars in Bennington Vermont, the *Dogfish Bar and Grill* in Portland Maine, and at the Concord New Hampshire Public Library.
- Served as a judge for the *Poetry Aloud* program at Pembroke High School run by the National Endowment for the Arts.
- Served as a poetry reader for submissions to the journal *Post Road*.
- Organizing and delivered a NEC Colloquium presentation with Don Melander on "The Poet and the Polis: A Follow up to Henry Ferrini's Documentaries on Charles Olson and Allen Ginsberg, with Reference to William Carlos Williams, Emily Dickinson and Walt Whitman.
- "Freewriting: An Act of Discovery"-Delivered to First Year Writing Students at New England College.
- "Organizational Strategies for Multi-Genre Writing- Delivered to First Year Writing Students at New England College.
- Mentor within the Pen Prison Writing Mentorship Program.
- Member of the Stone Bridge Poetry Project.
- Member of the Bennington Collective" in which I am an active participant offering constructive criticism and feedback to published poets on particular poems and manuscripts.

#### Awarded: Teaching Related

- NEC Community Member of the Year (2013)- awarded by the Student Body
- Faculty Member of the Year Award (2010-11)- awarded by the Student Body.
- (3) Office of Engaged Learning Development Grants (2009-2011)-awarded for development of experiential components into existing courses.
- Advisor of the year Award (2009-10) for Advising *Henniker Review*-awarded by student body.
- General Education Grant (2007-8)- awarded for development of new Liberal Arts Course in New Liberal Arts Core Curriculum.
- Calderwood Fellowship for Teaching Writing in All Disciplines: awarded June of 2005, Franklin Pierce College Host Institution.

#### Bennington College

- Bennington College does not award degrees with distinction.

#### New England College

- Robert Peter Sylvester Prize: awarded to graduating senior whose academic career has most exemplified philosophia— the love of wisdom.
- Humanities Division Senior Class Marshall: awarded to student with highest cumulative grade point average in humanities division.
- Red & Blue Honor Society: recognition for commitment to academic achievement, student leadership and service to the college.

## TECHNICAL WORK EXPERIENCE AND RELATED INSTRUCTION

Have knowledge and formal experience in both the technological and pedagogical aspects of developing, maintaining and delivering online courses through a variety of courseware software formats (WebCT, Blackboard, and Moodle):

- Consultant for Granite State College-development of an “Enhanced Learning Environments” project.
- Taught “Faculty Development Seminar on Online Teaching and Learning” for Granite State College.
- Developed Faculty Development Center for Granite State College on Blackboard for faculty development.
- Completed Certified Training for online evaluation of new written portion of SAT test; Pearson; March 2005.
- Member of WebCT Advisory Board at Franklin Pierce College-Spring 2004- 2005.
- *Instructional Designer* at Granite State College. Research, develop and implement the WebCT and Blackboard course development process (from conceptualization and design to course launch) for the college’s Online Interactive Courses. Responsibilities included:
  - ~ Instructional design support to approximately 20-30 faculty members each term using WebCT and Blackboard
  - ~ Adherence to strict quality guidelines for course development and implementation while working closely with course development team.
  - ~ Design and development of teaching materials and other online resources for faculty.
  - ~ Development and facilitation of faculty training in the use of WebCT and Blackboard for online instruction.
  - ~ Development of web page content to be used in online courses
  - ~ Support for faculty in use of WebCT and Blackboard courseware and best practices
  - ~ Facilitation of OIC Technical Orientations for first-time OIC learners
  - ~ Taught Online Interactive Courses for Granite State College since spring 2001
  - ~ Completed Granite State College “Faculty Instructional Design Course” for Teaching Online Interactive Courses in winter of 2001.

## MEMBERSHIPS

Member, Academy of American Poets, 1998 to present; Member, Associated Writing Programs, 1997 to present; Member, New Hampshire Federation of Teachers, 2000 to present; Member, Rindge Faculty Federation, 2000 to 2005; Member, New Hampshire Writers and Publishers Project, 1993-1997.

## References

### **Morgan Smith**

Vice President of Advancement and Communications  
New England College

[REDACTED]

**Dr. Don Melander**  
Senior Professor of English  
New England College

[REDACTED]

**Dr. William Preble**  
Professor of Education  
New England College

[REDACTED]

## Michelle J. Lennon

### Education

BA History, Minor in Womens' Studies- University of Massachusetts, Dartmouth, MA 1988-1992

MA Ministry Evangelical Theological Seminary, Orlando, FL 2014-2016 (focus on social justice/missions)

Certified Recovery Support Worker, with Supervision Certification License #0103

Yale School of Management, Women's Leadership Program 2021

### Work Experience Since 2015

#### **Executive Director of the Greater Tilton Area Family Resource Center, Tilton & Franklin RCOs (Current onsite co-manager of the Franklin RCO)**

- Founding Director of both the Tilton Area RCO and Franklin Area RCO
- Led the foundation of the centers from hosting community conversations, to fundraising, to designation as one of the 'most ready' organizations to deliver peer recovery support services, to formal incorporation and obtaining 501-c3 status, community collaboration to financially strong diverse funding streams and expansion of services to include:

Recovery Coaching, Telephone Recovery Support, Evidence Based Parent Education, Evidence Based Mutual Aid Groups (such as Parenting Journey in Recovery, SMART Recovery), Evidence Informed Framework Groups (such as Parent Cafés, and Recovering Together Cafés)

- Led the organization in the accreditation processes of the Council on Accreditation of Peer Recovery Support Services (Accredited)
- Led the organization in the Designation of Quality Process for Family Resource Centers with State of NH Wellness & Primary Prevention Council (Designated)

#### **State/National Trainer for Connecticut Community for Addiction Recovery, Forever Hope Training Center, Center on the Social and Emotional Foundations for Early Learning's Positive Solutions for Families, Be Strong Families' Curriculum for Recovering Together Cafés (Co-Author of Curriculum with Chicago Based BeStrong Families and Philadelphia Based North East Treatment Centers)**

- Trainer for the Connecticut Community of Addiction Recovery's Recovery Coach Academy
- Trainer for the Art & Science of Peer Assisted Recovery
- Trainer for Ethical Consideration of Peer Assisted Recovery
- Trainer of A 2 Generation Approach to Supporting Families Affected by SUDs
- Trainer of Recovery Coaching a Harm Reduction Pathway
- Trainer of Trainers: Positive Solutions for Families

#### **Biographical Sketches and Job Descriptions The Recovery Capital RCO & NH RCO Association**

- CRSW Supervisor, License for State of NH
- Certified Parent Educator in Multiple Evidence Based/Informed Curriculums

**Certified in the National Standards of Family Strengthening and Support**

**CURRENT COMMUNITY COLLABORATION ROLES:**

**Partnership for Public Health, Winnepesaukee Region**

Board Member

Council Member

Substance Misuse and Suicide Prevention Workgroup Member

**HealthFirst Family Care Center**

Board Member

Trainer for HF Staff- Harm Reduction/Reducing Stigma/Trauma Informed Practice

Wrap around services facilitator for RCO onsite MAT program

**ACERT- (Adverse Childhood Response Team)**

Steering Committee Member

Collaboration with three Area Police Departments to be connection to family support and school systems for overdose/drug arrest, domestic violence scenes attended by children

**Kinship Navigation-Funded by the NH Children's Trust**

Member of Family Support NH

Families affected by SUD often have co-parenting of children with kinship caregivers.

Navigating systems and services can be challenging. Having two kinship navigators to support families affected by SUD has improved outcomes as parental stress is reduced and skills of resiliency are improved.

**New Futures: AOD/SUD Policy Advisory Committee for the State of NH**

Committee Member for the State Advocacy Agency

**Peer Recovery Support Services Community of Practice for the State of NH**

Planning Committee Member

**Office of School Wellness/ Office of Student Wellness-Franklin & Winnisquam School Districts**

Community Management Team Member

Supervision Provided for other Community CRSWs in Collaborating Partner Agencies such as Teen Challenge, Good Samaritan Network, Plymouth State University in group supervision

**PREVIOUS WORK EXPERIENCE**

**Lakes Region Community Services Home Visiting Program Facilitator/Home Visitor/Parent Educator**

Prior to the founding of the Tilton RCO, worked as facilitator for Home Visiting NH, a Home Visiting program for young, first-time mothers, under the age of 21, living in poverty, pregnant or parenting up to age 1 child for lower Grafton County and Belknap County, NH.

**Subject:** Reducing Substance Use and Improving Engagement in Treatment (RFA-2026-DBH-06-REDUC-02)

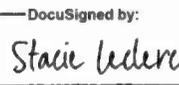
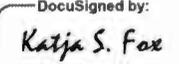
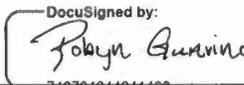
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Blue Heron Neurofeedback and Counseling, LLC		<b>1.4 Contractor Address</b> 111 Saranac St. Suite 140, Littleton, NH 03561	
<b>1.5 Contractor Phone Number</b> 603-356-6400	<b>1.6 Account Unit and Class</b> TBD	<b>1.7 Completion Date</b> 09/29/2027	<b>1.8 Price Limitation</b> \$250,000
<b>1.9 Contracting Officer for State Agency</b> Robert W. Moore, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 11/19/2025		<b>1.12 Name and Title of Contractor Signatory</b> Stacie Leclerc Owner	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 11/19/2025		<b>1.14 Name and Title of State Agency Signatory</b> Katja S. Fox Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 11/21/2025			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

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

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

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

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

6.1. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must implement and operate a Recovery Enhancement Program (REP) to enhance current outpatient Substance Use Disorder (SUD) treatment services; with the goal of reducing substance use and improving engagement in treatment. The Contractor must ensure the REP:
  - 1.1.1. Is fully operational no later than 60 calendar days following the contract effective date;
  - 1.1.2. Is available to individuals who:
    - 1.1.2.1. Are aged 18 and over who are residents of, or experiencing housing insecurity in, NH;
    - 1.1.2.2. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for and are clinically diagnosed with Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD); and
    - 1.1.2.3. Are currently initiating or receiving one (1) or more of the following American Society of Addiction Medicine (ASAM) Criteria, level of care for outpatient SUD treatment services, provided by the Contractor:
      - 1.1.2.3.1. Individual Outpatient Treatment as defined in ASAM Criteria, Level 1;
      - 1.1.2.3.2. Group Outpatient Treatment as defined in ASAM Criteria, Level 1;
      - 1.1.2.3.3. Intensive Outpatient Treatment as defined in ASAM Criteria, Level 2.1;
      - 1.1.2.3.4. Partial Hospitalization Treatment as defined in ASAM Criteria, Level 2.5; and/or
      - 1.1.2.3.5. Medications for SUD (MSUD) treatment;
  - 1.1.3. Is provided in accordance with:
    - 1.1.3.1. The Department-approved REP model detailed in Section 1.4;
    - 1.1.3.2. State and federal laws and rules, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162, and 164, and 42 CFR Part 2, as applicable;
    - 1.1.3.3. Terms and conditions approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) for the State Opioid Response (SOR) Grant;
    - 1.1.3.4. SAMHSA Unified Performance Reporting Tool (SUPRT); and
    - 1.1.3.5. ASAM Criteria. The Contractor must transition to and ensure services are provided in accordance with ASAM criteria, with

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updates and timeframes for implementation as specified and notified by the Department;

- 1.1.4. Addresses the individual's ambivalence about decreasing substance use and creates the opportunity to establish positive expectations, allowing individuals to have power in decision making regarding their treatment and recovery;
  - 1.1.5. Is based on strengths of the individual and reinforces positive behavioral change, including decreased use of opioids or stimulants, and treatment and medication adherence, as applicable; and
  - 1.1.6. Targets reduced substance use as evidenced through negative Rapid Point of Care Testing (RPOCT), administered during each scheduled REP visit (Session).
- 1.2. The Contractor must provide eligible individuals, as described in Section 1.1.2., with detailed REP information and offer the individual the opportunity to participate in the REP. The Contractor must ensure REP information includes, but is not limited to:
- 1.2.1. Explanation of the REP, its goals, and how it works.
  - 1.2.2. Program overview, including clear and detailed expectations of the targeted behavior change; how the change is measured; incentive categories; and how incentives are earned, distributed, and tracked.
  - 1.2.3. Program structure including enrollment, consent, duration, data collection, surveys, and completion.
  - 1.2.4. Program policies and procedures.
- 1.3. The Contractor must ensure each individual who chooses to participate in the REP (Participant), and their guardian if applicable, receive, review, and sign an informed consent prior to initiating participation in the REP. The Contractor must ensure informed consent includes risks and benefits of participation, reasons for administrative discharge, and notice of ability to rescind consent at any time. The Contractor must ensure the signed consent form is kept in the Participant's program record.
- 1.4. The Contractor must adhere to the following Department-approved REP Model and must ensure:
- 1.4.1. The REP is implemented in 12-week cycles and requires Participants to engage in services by attending and participating in scheduled Sessions;
  - 1.4.2. REP Sessions are scheduled to occur twice per week and spaced out using a Monday and Thursday or Tuesday and Friday schedule, or, if necessary due to a scheduling conflict or a missed Session, at a minimum of two (2) days apart per week. Each Session must include:
    - 1.4.2.1. Brief discussion of any substance use and cravings since the initial Session or prior REP Session;
    - 1.4.2.2. If the Participant missed their previously scheduled Session, a brief discussion of whether the absence was excused or unexcused and how participation affects the treatment goals;



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Positive Affirmation	\$0	250
Small	\$5	209
Large	\$20	40
Jumbo	\$100	1
<b>Total number of incentive slips in fishbowl</b>		<b>500</b>

- 1.4.5.2. Participants earn the ability to draw one (1) incentive slip (draws) from the fishbowl for the first negative RPOCT result;
- 1.4.5.3. Draws increase by one (1) for each consecutive negative RPOCT result, with a maximum number of eight (8) earned draws per visit when a Participant has consistent negative RPOCT results, for the remaining 12 weeks, using the following, Table 2 - Reinforcement Schedule:

<b>Week(s)</b>	<b>Session</b>	<b>Potential Draws</b>
1	1	1
	2	2
2	3	3
	4	4
3	5	5
	6	6
4	7	7
	8	8
5	9	8
	10	8
6	11	8
	12	8
7	13	8
	14	8
8	15	8
	16	8
9	17	8

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	18	8
10	19	8
	20	8
11	21	8
	22	8
12	23	8
	24	8
<b>Total Possible Draws per Participant, per 12-week REP Cycle</b>		<b>164</b>

- 1.4.5.4. Participants do not earn a draw when their RPOCT result is positive for the targeted substance and that draws for that Participant are reset back to one (1) for the next negative RPOCT result;
  - 1.4.5.5. Participation in the full 12-week REP cycle is available to eligible individuals once per 12-month period. Participants who do not complete the full 12-week REP cycle are eligible to re-enroll in the REP within the 12-month period; and
  - 1.4.5.6. Earned incentives with a monetary value, as detailed in Table 1 - Fishbowl Model Incentive Composition, above, must be in the form of store gift cards. The Contractor must ensure gift cards restrict the purchase of alcohol, tobacco, and firearms and are provided to the Participant immediately after earning the incentive. Examples of gift cards that meet this requirement include but are not limited to: the Charitable Walmart gift card and local retail stores and restaurants that do not sell restricted items, including Dollar General, Target, Starbucks, Dunkin Donuts, Dominos, and Papa Johns.
- 1.5. The Contractor must ensure incentives do not replace MSUD as the primary treatment option for individuals with a diagnosed OUD and must encourage Participants, not currently receiving MSUD for an OUD, to utilize MSUD as their primary form of treatment.
  - 1.6. The Contractor must collaborate with each Participant, to develop an individualized REP plan that clearly identifies the target substance to be measured for behavior change, either opioid or stimulant; strategies to achieve the desired behavior change; and includes an individualized Session schedule, as detailed in Section 1.4.2.
  - 1.7. The Contractor must ensure eligible individuals, who decline to participate in the REP, are not denied any SUD treatment services for which they are eligible and are offered the opportunity to enroll in the REP during their next scheduled SUD treatment services appointment.

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- 1.8. The Contractor must ensure Participants who withdraw from the REP or are administratively discharged from the REP in accordance with the signed informed consent, are given the opportunity to reenroll in the REP, and are allowed to continue to participate in their current level of care, detailed in Section 1.1.2.3.
- 1.9. The Contractor must ensure Participants continue to participate in all components of the Participant's SUD treatment programming, including but not limited to individual and/or group counseling, case management, care coordination, and psychoeducation, as applicable.
- 1.10. The Contractor must collaborate with community-based providers to develop referral partnerships. Community-based providers include, but are not limited to:
  - 1.10.1. The NH Division for Children, Youth, and Families.
  - 1.10.2. The NH Department of Corrections.
  - 1.10.3. Doorways.
  - 1.10.4. Mental Health Centers.
  - 1.10.5. Federally Qualified Health Centers.
  - 1.10.6. Primary Care Providers.
  - 1.10.7. Any additional community-based providers identified by the Department.
- 1.11. The Contractor must establish a Qualified Services Arrangement (QSA) or Memorandum of Understanding (MOU) with referral partners, limiting access to RPOCT results information associated with the REP. The Contractor must ensure the QSA or MOU:
  - 1.11.1. Includes a process for sharing information about each individual receiving services to allow for prompt follow-up care and supports, as applicable; and
  - 1.11.2. Ensures compliance with state and federal requirements including HIPAA, 45 CFR 160, 162, and 164, and 42 CFR Part 2, confidentiality, consent, notice, and other legal requirements, as applicable.
- 1.12. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.
- 1.13. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

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- 1.13.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor's system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**
- 1.14. The Contractor must develop marketing materials to be used for program outreach. Marketing materials may include brochures and flyers and must:
  - 1.14.1. Educate individuals receiving services and service providers about the REP, including benefits and successes of using this approach in conjunction with other treatment modalities; program overview; and program structure and policies;
  - 1.14.2. Align with federal regulations on the use of incentives; and
  - 1.14.3. Be reviewed and approved by the Department prior to distribution.
- 1.15. Aftercare Surveys
  - 1.15.1. The Contractor must administer Aftercare Surveys, provided by the Department, to each Participant upon discharge from the REP, to assess overall program experience, satisfaction, and outcomes.
  - 1.15.2. The Contractor must ensure written consent for survey participation is obtained from each Participant prior to survey participation. The Contractor must ensure the survey participation consent form is:
    - 1.15.2.1. 42 CFR Part 2 compliant and includes use of information and if information can be disclosed;
    - 1.15.2.2. Separate from the informed consent detailed in Section 1.3.; and
    - 1.15.2.3. Kept in the Participant's program record.
  - 1.15.3. The Contractor must utilize HIPAA, 45 CFR 160, 162, and 164, and 42 CFR Part 2 compliant digital survey software to administer the survey, collect participant responses, and analyze survey results. The Contractor must ensure:
    - 1.15.3.1. Surveys allow only anonymous responses and do not elicit a response that would collect personally identifiable information or information that would allow for the constructive identification of any individual; and
    - 1.15.3.2. There is no reasonable basis to believe the data could be used, alone or in combination with, other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information, protected health, **SUD**, or



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process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.

- 1.16.5. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.16.6. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.16.7. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.17. The Contractor must utilize the Department's identified technology-based Recovery Enhancement Tool (RET), once it is available, to enhance REP engagement, accountability, adherence, and retention, including:
  - 1.17.1. Administering and monitoring incentives;
  - 1.17.2. Tracking Participant's engagement; progress toward and achievement status of goals; and earned draws and incentives;
  - 1.17.3. Monitoring payor sources; and
  - 1.17.4. Tracking overall REP services provided.
- 1.18. The Contractor must collaborate with the Department and the Department's RET Contractor on RET design, implementation, and deployment.
- 1.19. The Contractor must ensure program staff who provide and/or supervise REP activities participate in and complete REP and RET training, provided by the Department's designated trainers, prior to REP implementation, and as requested by the Department.
- 1.20. Operationalization Plan
  - 1.20.1. The Contractor must ensure the REP is fully operational within 60 calendar days following the effective date of this Agreement, in accordance with Table 1, Operationalization Plan.
  - 1.20.2. The Contractor must ensure any updates to the Operationalization Plan are reviewed and approved by the Department prior to implementation.
  - 1.20.3. The Contractor must ensure the Operationalization Plan complies with all terms of this Agreement.

Table 1, Operationalization Plan		
Timeframe	Milestone	Key Activities
Week 1	Kickoff & Staffing	<ul style="list-style-type: none"> <li>- Hire/assign REP Project Manager and Recovery Enhancement Coordinator</li> <li>- Begin Staff onboarding</li> </ul>

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		<ul style="list-style-type: none"> <li>- Purchase equipment and software needed</li> <li>- Submit budget</li> </ul>
Week 2	Training Infrastructure &	<ul style="list-style-type: none"> <li>- Complete REP training</li> <li>- Develop RET data tracking</li> <li>- Set up RPOCT systems</li> <li>- Develop incentive tracking system</li> </ul>
Week 3	Program Design	<ul style="list-style-type: none"> <li>- Finalize REP session schedule</li> <li>- Finalize RET</li> <li>- Develop marketing materials</li> <li>- Implement REP program in Contractor's electronic health record system</li> </ul>
Week 4	Community Engagement	<ul style="list-style-type: none"> <li>- Establish MOUs with referral partners</li> <li>- Integrate with NH Care Connections Network</li> <li>- Purchase incentives</li> </ul>
Week 5	Soft Launch	<ul style="list-style-type: none"> <li>- Begin REP enrollment</li> <li>- Conduct initial REP sessions</li> <li>- Administer RPOCT and incentives</li> </ul>
Weeks 6-8	Full Implementation	<ul style="list-style-type: none"> <li>- Scale up REP sessions</li> <li>- Begin SUPRT Intake Interviews</li> <li>- Submit first monthly report to the Department</li> </ul>

**1.21. Staffing**

1.21.1. The Contractor must recruit and maintain sufficient staff assigned to the REP necessary to perform and carry out all the functions, requirements, roles and duties as proposed, including, but not limited to:

1.21.1.1. One (1) full-time equivalent (FTE) REP Project Manager to oversee program operations, including, but not limited to:

- 1.21.1.1.1. Coordination of REP activities.
- 1.21.1.1.2. Ensuring immediacy of incentive distribution.
- 1.21.1.1.3. Data collection.
- 1.21.1.1.4. SUPRT Completion.
- 1.21.1.1.5. Primary contact to the Department.

1.21.1.2. One (1) FTE REP Administrative Coordinator to monitor day-to-day program tasks, including:

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1.21.1.2.1. Weekly reviews of Participant records to ensure the following information is documented:

1.21.1.2.1.1. Dates of scheduled program visit;

1.21.1.2.1.2. Attendance status of each scheduled visit;

1.21.1.2.1.3. Result of each RPOCT administered; and

1.21.1.2.1.4. Total number and cash value of incentives received; and

1.21.1.2.2. Assisting Participants with obtaining incentives, as applicable.

**1.22. Data Entry and Reporting Requirements**

1.22.1. The Contractor must provide the Department with aggregate, client-level, non-identifiable data that supports contract deliverables. The Contractor must ensure client-level, non-identifiable data excludes information allowing the individual to be identified or constructively identified. Constructively identified means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. The Contractor must provide non-identified data from which there is no reasonable basis to believe that the data used alone or in combination with other reasonably available information, could be used to identify an individual who is a subject of the information. The Contractor must ensure that any reporting method complies with the conditions of Exhibit E, DHHS Information Security Requirements and Exhibit F, Business Associate Agreement.

1.22.2. The Contractor must ensure compliance with HIPAA, 45 CFR 160, 162, and 164, and 42 CFR Part 2, and confidentiality, consent, notice, and other legal requirements, as applicable to any data collected or reported.

1.22.3. The Contractor must work with the Department's Contractor to obtain authorization for and enter REP data into the REDCap™ system, which will be used to provide aggregate reporting to the Department. The Contractor must ensure the following data, at a minimum, is collected on a monthly basis:

1.22.3.1. Demographics;

1.22.3.2. Number of Participants served;

1.22.3.3. Number of REP Sessions attended per Participant;

1.22.3.4. Number of Participants who completed the REP;

1.22.3.5. Number of Participants who did not complete the REP and reason(s) for non-completion;

1.22.3.6. Cost of each incentive earned per Participant;

1.22.3.7. Number of RPOCT completed per Participant;

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- 1.22.3.8. Number of negative RPOCT per Participant
- 1.22.3.9. Percent of therapeutic contacts completed out of expected number of contacts (Completed Number of Contacts / 24) including:
  - 1.22.3.9.1. Medical;
  - 1.22.3.9.2. Psychiatric;
  - 1.22.3.9.3. Case management; and
  - 1.22.3.9.4. REP sessions.
- 1.22.4. The Contractor must submit monthly reports to the Department in a format approved by the Department. The Contractor must ensure monthly REP reports include only aggregate and non-identifiable data identified above.
- 1.22.5. The Contractor must submit monthly Aftercare Survey results to the Department in a format approved by the Department.
- 1.22.6. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 1.23. State Opioid Response (SOR) Grant Standards
  - 1.23.1. The Contractor must ensure they, and any provider which referrals are made to:
    - 1.23.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;
    - 1.23.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;
    - 1.23.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
    - 1.23.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
  - 1.23.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
  - 1.23.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
    - 1.23.3.1. Treatment in this context includes the treatment of OUD/StimUD;
    - 1.23.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating

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substance use or mental health disorders; and

- 1.23.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
  - 1.23.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
  - 1.23.5. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
    - 1.23.5.1. Internal policies for the distribution of test strips;
    - 1.23.5.2. Distribution methods and frequency; and
    - 1.23.5.3. Other key data as requested by the Department.
  - 1.23.6. The Contractor must provide services to eligible individuals who:
    - 1.23.6.1. Receive MSUD services from other providers, including the individual's primary care provider;
    - 1.23.6.2. Have co-occurring substance use and mental health disorders; or
    - 1.23.6.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
  - 1.23.7. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
  - 1.23.8. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
  - 1.23.9. The Contractor must collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve SUPRT data collection.
  - 1.23.10. The Contractor must comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 1.24. Background Checks
- 1.24.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
    - 1.24.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and
    - 1.24.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger

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individuals served under this Agreement.

1.25. Confidential Data

1.25.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.25.2. The Contractor must ensure any individuals involved in delivering services through this Agreement sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access Confidential Data. The Contractor must provide attestations upon Department request.

1.26. Privacy Impact Assessment

1.26.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.26.1.1. How PII is gathered and stored;

1.26.1.2. Who will have access to PII;

1.26.1.3. How PII will be used in the system;

1.26.1.4. How individual consent will be achieved and revoked; and

1.26.1.5. Privacy practices.

1.26.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.27. Department Owned Devices, Systems and Network Usage

1.27.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

1.27.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.27.1.2. Use the information that they have permission to access ~~solely~~ for conducting official Department business and agree ~~that~~ all

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other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

- 1.27.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.27.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.27.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.27.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.27.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.27.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.27.1.9. Agree when utilizing the Department's email system:
  - 1.27.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
  - 1.27.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 1.27.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.27.1.10. Contractor End Users with a Department issued email, <sup>DS</sup> access

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or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

- 1.27.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.27.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
- 1.27.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.27.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.27.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

**1.28. Contract End-of-Life Transition Services**

**1.28.1. General Requirements**

- 1.28.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.28.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services.

This may  
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include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 1.28.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
  - 1.28.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
  - 1.28.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
  - 1.28.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.28.2. Completion of Transition Services
- 1.28.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
  - 1.28.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

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1.28.3. Disagreement over Transition Services Results

1.28.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

**2. Exhibits Incorporated**

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

**3. Additional Terms**

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

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

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved in the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is

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accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and

- 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

**3.3. Credits and Copyright Ownership**

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

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

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

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing

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and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Federal funds, State Opioid Response (SOR), awarded by the DHHS Substance Abuse and Mental Health Services Administration (SAMHSA), ALN 93.788:
    - 1.1.1. SOR IV-B as awarded on 9/20/2025, H79TI087843.
    - 1.1.2. SOR IV-C as awarded on TBD, H79TI087843.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
  - 2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget Sheet.
4. The Contractor must seek payment for services in the following order
  - 4.1. First, if applicable, the Contractor shall charge the client's private insurance.
  - 4.2. Second, if applicable, the Contractor shall charge Medicare.
  - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
    - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
    - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
  - 4.4. Fourth, the Contractor shall charge the client in accordance with the Contractor's Sliding Fee Scale Program.
  - 4.5. Lastly, if any portion of the amount specified in the Contractor's Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice and supporting backup documentation in a form and secure manner satisfactory to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor must:

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- 5.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement;
- 5.2. Backup documentation includes:
  - 5.2.1. General Ledger showing revenue and expenses for the contract;
  - 5.2.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract;
    - 5.2.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed; and
    - 5.2.2.2. Attestation and time tracking templates, which are available to the Department upon request;
  - 5.2.3. Invoices supporting expenses reported that do not include unallowable expenses, per federal grant guidelines, and as amended, including:
    - 5.2.3.1. SOR 4 Notice of Funding Opportunity, page 31: <https://www.samhsa.gov/sites/default/files/grants/pdf/fy-2024-sor-nofo.pdf>; and
    - 5.2.3.2. SAMHSA's Standards for Financial Management and Standard Funding Restrictions, page 36: [FY 2024 Substance Abuse and Mental Health Services Administration \(SAMHSA\) Notice of Funding Opportunity \(NOFO\) Application Guide](#);
  - 5.2.4. Receipts for expenses within the applicable state fiscal year;
  - 5.2.5. Cost center reports;
  - 5.2.6. Profit and loss report;
  - 5.2.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request;
  - 5.2.8. Information requested by the Department verifying allocation or offset based on third party revenue received; and
  - 5.2.9. Summaries of client services revenue and operating revenue and other financial information as requested by the Department.
- 5.3. Is assigned an electronic signature and is emailed to [invoicesforcontracts@dhhs.nh.gov](mailto:invoicesforcontracts@dhhs.nh.gov) or mailed to:

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

6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. Audits
  - 9.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
    - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
    - 9.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after

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the close of the Contractor's fiscal year.

- 9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

New Hampshire Department of Health and Human Services								
Contractor Name: <i>Blue Heron Neurofeedback and Counseling, LLC</i>								
Reducing Substance Use and Improving Engagement in								
Budget Request for: <i>Treatment</i>								
Indirect Cost Rate (if applicable) 0.00%								
Line Item	Program Cost - Funded by DHHS 9/30/25 - 6/30/26	Program Cost - Contractor Share/ Match 9/30/25 - 6/30/26	Program Cost - Funded by DHHS 7/1/26 - 9/29/26	Program Cost - Contractor Share/ Match 7/1/26 - 9/29/26	Program Cost - Funded by DHHS 9/30/26 - 6/30/27	Program Cost - Contractor Share/ Match 9/30/26 - 6/30/27	Program Cost - Funded by DHHS 7/1/27 - 9/29/27	Program Cost - Contractor Share/ Match 7/1/27 - 9/29/27
1 Salary & Wages	\$64,285	\$0	\$26,305	\$0	\$76,350	\$0	\$25,905	\$0
2 Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3 Consultants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4 Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$16,760	\$0	\$3,315	\$0	\$10,205	\$0	\$3,480	\$3,480
5.(b) Supplies - Lab	\$3,000	\$0	\$0	\$0	\$3,000	\$0	\$500	\$500
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6 Travel	\$3,380	\$0	\$1,630	\$0	\$4,095	\$0	\$1,365	\$1,365
7 Software	\$1,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8.(a) Other - Marketing/Communications	\$2,000	\$0	\$0	\$0	\$100	\$0	\$0	\$0
8.(b) Other - Education and Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8.(c) Other - Other (specify below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$93,750	\$0	\$31,250	\$0	\$93,750	\$0	\$31,250	\$31,250
Total Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotals</b>	<b>\$93,750</b>	<b>\$0</b>	<b>\$31,250</b>	<b>\$0</b>	<b>\$93,750</b>	<b>\$0</b>	<b>\$31,250</b>	<b>\$31,250</b>
<b>TOTAL</b>								<b>\$250,000</b>

Contractor Initials: SL  
 Date: 11/19/2025

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

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

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

### ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

### SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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Exhibit D  
Federal Requirements

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

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### SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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

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

### PRIMARY COVERED TRANSACTIONS

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

### LOWER TIER COVERED TRANSACTIONS

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

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

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### SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Exhibit D  
Federal Requirements

Contractor's Initials

Date 11/19/2025

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

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
  13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
  15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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### SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

### SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.  
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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Federal Requirements

Contractor's Initials

Date 11/19/2025

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

## FORM A

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

1. The UEI (SAM.gov) number for your entity is: KQ3FRWW6TXM1
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Contractor Name: Blue Heron Neurofeedback and Counseling

11/19/2025

Date: \_\_\_\_\_

DocuSigned by:

Stacie Leclerc

Name: Stacie Leclerc

Title: Owner

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Exhibit D  
Federal Requirements

Contractor's Initials  
Date 11/19/2025

## New Hampshire Department of Health and Human Services

### Exhibit E

## DHHS Information Security Requirements

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### A. Definitions

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

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

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

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

Contractor Initials

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## New Hampshire Department of Health and Human Services

### Exhibit E

#### DHHS Information Security Requirements

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

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

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

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

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

Contractor Initials 

## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

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

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

Contractor Initials 

## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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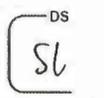
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

#### DHHS Information Security Requirements

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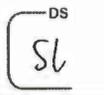
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

Contractor Initials                       


## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

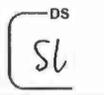
#### DHHS Information Security Requirements

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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## New Hampshire Department of Health and Human Services

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#### DHHS Information Security Requirements

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

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

#### V. LOSS REPORTING

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

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

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

### DHHS Information Security Requirements

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

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

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

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New Hampshire Department of Health and Human

Exhibit F

**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
  - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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**New Hampshire Department of Health and Human**

**Exhibit F**

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
  - III. Whether the protected health information was actually acquired or viewed; and
  - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
  - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
  - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
  - h. Within ten (10) 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 BAA and the Agreement.
  - i. 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.
  - j. 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.
  - k. Business Associate shall document any disclosures of PHI and information related to any 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.
  - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:  
  
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit F

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New Hampshire Department of Health and Human

Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Blue Heron Neurofeedback and Counseling

The State

Name of the Contractor

DocuSigned by:

Katja S. Fox

DocuSigned by:

Stacie Leclerc

ED9D96B04C63442

2D482F654AFE404

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Stacie Leclerc

Name of Authorized Representative

Name of Authorized Representative

Director

Owner

Title of Authorized Representative

Title of Authorized Representative

11/19/2025

11/19/2025

Date

Date

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# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: **811958**

Certificate Number: **0007330509**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of November A.D. 2025.

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

David M. Scanlan  
Secretary of State

### Limited Partnership or LLC Certificate of Authority

I, Stacie Leclerc, hereby certify that I am a sole Partner,  
Member, or Manager of  
*(Name)*

Blue Heron Neurofeedback and Counseling, a limited liability partnership under RSA  
304-B, a limited

liability professional partnership under RSA 304-D, or a limited liability company under  
RSA 304-C.

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

**Dated:** 11/19/025      **Signature:** Stacie Leclerc  
**Name:** Stacie Leclerc  
**Title:** Owner





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> (888) 925-3137		<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b>		<b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Blue Heron Neurofeedback and Counseling 111 SARANAC ST STE 140 LITTLETON NH 03561		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Hartford Accident and Indemnity Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC#</b> 22357

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG BM4LKL	12/04/2025	12/04/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Dept of HHS 129 PLEASANT ST CONCORD NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
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