

120 - 6/3/26

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR CHILDREN, YOUTH & FAMILIES*

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-4451 1-800-852-3345 Ext. 4451

Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver  
Commissioner

Marie Noonan  
Director

May 11, 2026

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 Children, Youth and Families, to enter into a contract with Foundations Counseling, LLC (VC #307562), Manchester, NH, in the amount of \$2,920,899 to provide Master Licensed Alcohol and Drug Counseling (MLADC) clinical care and consultation to individuals and families affected by substance use, with the option to renew for up to five (5) additional years, effective July 1, 2026, upon Governor and Council approval through September 30, 2027. 94.89% Federal Funds. 5.11% General Funds.

Funds are available in the following accounts for State Fiscal Year 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 for the Contractor to provide comprehensive clinical substance use disorder (SUD) services to high-risk Division for Children, Youth and Families (DCYF) clients, including assessments, evaluations, ongoing counseling, substance use testing, and facilitated connections to community resources. Additionally, consultation services will be provided to DCYF staff to strengthen their understanding of SUD issues, including the impact of substance use on children, interpretation of substance use testing results, and navigation of local recovery support and treatment systems.

These services aim to support both clients and staff in achieving better outcomes through informed, coordinated care. The program brings licensed clinical expertise into the child welfare system to address substance use as a barrier to safe, quality parenting. This initiative aligns with DCYF's mission to provide preventative, family-centered services and has demonstrated measurable success in helping families remain together or reunify.

Approximately 1,000 individuals and families affected by substance use, who have been identified by DCYF with a focus on high-risk populations, will be served annually.

The Contractor will provide direct services to families, including substance use assessments, clinical treatment, and access to community supports, while also maintaining critical support for DCYF staff through consultations and clinical recommendations. The program will sustain management of the substance use testing program and a strong focus on adolescent-specific services. The Contractor will provide a combination of direct clinical services, care coordination, and professional consultation to support individuals and families involved with

DCYF. This includes reducing barriers to treatment, facilitating access to community-based services, and ensuring timely connection to appropriate services for children with identified substance use disorders. The Contractor will also collaborate with Child Protection Service Workers and Juvenile Justice Probation and Parole Officers by offering consultation, substance misuse education, and accompanying staff on home visits when appropriate. In addition, the Contractor will conduct screenings, assessments, and evaluations, and will assist parents, family members, staff, and individuals in navigating and accessing community resources. The Contractor will also participate in ongoing collaboration with the New Hampshire Doorway System to facilitate referrals and serve as a liaison between the Doorway and DCYF. In addition, the Contractor offers support to Doorway staff working with DCYF-involved individuals to help them better understand how to effectively support this population's unique needs.

The Department will monitor services by ensuring:

- 80% of referrals (clients) outreached within three (3) business days from referral.
- 70% of referrals engaged in services.
- Staff allocate at least 40% of their time providing direct services to individuals and families and an additional 40% to delivering consultation services to DCYF staff.

Since 2020, the program has received approximately 1,000 referrals annually. On average, 67% of referred families engage in clinical services, including brief interventions, assessment and evaluation, co-occurring counseling, family counseling, crisis intervention, and facilitated referrals to community resources. Among families who engaged in services during a child protection assessment, 77% were able to remain safely together, and among families receiving services during an open child protection case, 69% were able to reunify or maintain safe family stability.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 19, 2026, through March 19, 2026. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, the Department's ability to respond effectively to cases involving substance use would be significantly compromised. Without access to MLADC, DCYF would lose critical capacity to conduct timely screenings, assessments, and consultations that inform safe and appropriate case planning. The absence of these specialized services would hinder staff decision-making, delay access to treatment for families, and reduce the Department's ability to intervene early, potentially resulting in poorer outcomes for children and increased risk of family separation.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI087843; ALN 93.645, FAIN #2501NHCWSS; ALN 93.669, FAIN #2501NHNCAN; and ALN 93.959, FAIN #TI088484.

Respectfully submitted,



For:

Lori A. Weaver  
Commissioner

**FISCAL DETAILS SHEET**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, CLINICAL SERVICES  
100% GENERAL FUNDS**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Program Services	92056505	\$119,340.00
2028	102-500731	Contracts for Program Services	92056505	\$29,835.00
			<b>Sub Total</b>	<b>\$149,175.00</b>

**05-95-92-920510-31680000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, SAPT BLOCK GRANT  
100% FEDERAL FUNDS**

**FAIN# TI010035**

**ALN# 93.959**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	074-500589	GRANTS FOR PUB ASST AND REL	92054505	\$231,660.00
2028	074-500589	GRANTS FOR PUB ASST AND REL	92054505	\$57,915.00
			<b>Sub Total</b>	<b>\$289,575.00</b>

**05-95-42-421010-22960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIV CHILDREN, YOUTH & FAMILIES, CHILD PROTECTION, CHILD WELFARE SERVICE IV-B  
100% FEDERAL FUNDS**

**FAIN # 2501NHCWSS**

**ALN # 93.645**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Program Services	42109603	\$310,929.00
2028	102-500731	Contracts for Program Services	42109603	\$77,729.00
			<b>Sub Total</b>	<b>\$388,658.00</b>

**05-95-42-421010-29690000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIV CHILDREN, YOUTH & FAMILIES, CHILD PROTECTION, CHILD ABUSE PREVENTION GRANT CAPTA  
100% FEDERAL FUNDS**

**FAIN # 2501NHNCAN**

**ALN # 93.669**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500734	Contracts for Program Services	42106901	\$274,793.00
2028	102-500734	Contracts for Program Services	42106901	\$68,698.00
			<b>Sub Total</b>	<b>\$343,491.00</b>

**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**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	074-500589	Welfare Assistance	92057076	\$350,000.00
2027	074-500589	Welfare Assistance	TBD	\$1,050,000.00
2028	074-500589	Welfare Assistance	TBD	\$350,000.00
			<b>Sub Total</b>	<b>\$1,750,000.00</b>

			<b>TOTAL</b>	<b>\$2,920,899.00</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 #** RFP-2027-DCYF-01-MLADC

**Project Title** Master Licensed Alcohol and Drug Counseling (MLADC) Clinical Care and Consultation

	Maximum Points Available	Foundations Counseling LLC
<b>Technical</b>		
Ability (Q1)	300	260
Experience & Knowledge (Q2)	200	185
Capacity (Q3)	200	190
<b>Subtotal - Technical</b>	<b>700</b>	<b>635</b>
<b>If a Vendor fails to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.</b>		
<b>Cost</b>		
Vendor Cost	250	250
Vendor Budget Evaluation	50	40
<b>Subtotal - Cost</b>	<b>300</b>	<b>290</b>
<b>TOTAL POINTS</b>	<b>1000</b>	<b>925</b>
<b>TOTAL PROPOSED VENDOR COST</b>		<b>\$3,508,294</b>

	<b>Reviewer Name</b>
1	Ashley Janos
2	Nicole Ferguson
3	Jennifer Sabin

	<b>Title</b>
	MSW-Program Specialist IV
	Business Administrator II, Finance
	Director, SOR

**Subject:** MLADC Clinical Care and Consultation RFP-2027-DCYF-01-MLADC-01

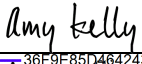

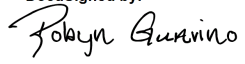
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Foundations Counseling, LLC		1.4 Contractor Address 373 South Willow Street, D1-1 #125 Manchester, NH 03103	
1.5 Contractor Phone Number (603) 260-0646	1.6 Account Unit and Class TBD	1.7 Completion Date <b>September 30, 2027</b>	1.8 Price Limitation \$2,920,899
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: 5/11/2026		1.12 Name and Title of Contractor Signatory Amy Kelly Amy Kelly, Owner	
1.13 State Agency Signature DocuSigned by:  Date: 5/11/2026		1.14 Name and Title of State Agency Signatory Marie Noonan DCYF Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/11/2026			
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  
Master Licensed Alcohol and Drug Counseling (MLADC) Clinical Care and  
Consultation**

**EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2026 (“Effective Date”).

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

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

1.3. Paragraph 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.

1.4. 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.

<sup>Initial</sup>  
*ak*

**New Hampshire Department of Health and Human Services  
Master Licensed Alcohol and Drug Counseling (MLADC) Clinical Care and  
Consultation**

**EXHIBIT A**

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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 provide Master Licensed Alcohol and Drug Counseling (MLADC) Clinical Care and Consultation to individuals and families affected by substance use, who have been identified by the Division for Children, Youth and Families (DCYF) with a focus on high-risk populations, including:
  - 1.1.1. Adolescents, parents, and guardians involved with DCYF through a past or current assessment, family service case, and/or juvenile justice case;
  - 1.1.2. Pregnant and parenting individuals, including expectant co-parents, regardless of DCYF involvement;
  - 1.1.3. Children, youth, and families who do not meet the criteria above but are referred by DCYF due to being identified as at risk;
  - 1.1.4. Youth and young adults (ages 16–25) involved with DCYF, with particular emphasis on parenting individuals within this age group;
  - 1.1.5. Individuals with an opioid or stimulant use disorder, and those who have been identified as having a history of and/or being at risk of developing an opioid or stimulant use disorder; and
  - 1.1.6. Other target groups as approved by the Department on a case-by-case basis.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. For the purposes of this Agreement, all references to “days” or “business days” means Monday through Friday.
- 1.4. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8:00 AM to 4:30 PM, and excluding state and federal holidays.
  - 1.4.1. The Contractor must be available for non-traditional work hours to meet the needs of client families and children in their homes and other public locations when needed and as requested by the Department.
- 1.5. The Contractor must maintain a presence within all DCYF District Offices to ensure timely access to services and to provide consultation to DCYF staff.
- 1.6. The Contractor must ensure continuous service coverage statewide and adequately plan for staffing to avoid service disruptions. Staff vacancies may be filled by utilizing personnel from neighboring district offices closest to the assigned office location, but only insofar as it does not cause disruptions in services at these neighboring offices.

**1.7. Client Services**

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- 1.7.1. The Contractor must provide services in the home of the individual being served, at the DCYF offices, or within the community at a designated location agreed to by the individual.
- 1.7.2. The Contractor must utilize Telehealth to provide services, only when absolutely necessary, to ensure statewide service delivery when covering vacancies and when clinically appropriate. When providing services via Telehealth, the Contractor must ensure:
  - 1.7.2.1. Telehealth services adhere to all relevant state and federal regulations regarding telehealth, including those not identified in the contract and any regulations regarding initiation of telehealth services;
  - 1.7.2.2. A patient provider relationship is established prior to the provision of telehealth services;
  - 1.7.2.3. The individual's written informed consent to using the telecommunication and telehealth technology is received in person or electronically prior to receiving services via telehealth and kept on file in the individual's service record;
  - 1.7.2.4. All remote communication is provided via a video capable telehealth platform that:
    - 1.7.2.4.1. Complies with all security and privacy components identified in Exhibit E, DHHS Information Security Requirements and Exhibit F, the Department's Business Associate Agreement. In addition, the Contractor must ensure:
      - 1.7.2.4.1.1. A provider is present with the person receiving services during the use of telecommunication technology;
      - 1.7.2.4.1.2. Only the minimum necessary authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology;
      - 1.7.2.4.1.3. Secure end-to-end communication of data is implemented, including all communication of ePHI, which must remain in the United States; and
      - 1.7.2.4.1.4. A system of monitoring the communications containing ePHI is

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implemented to prevent accidental or malicious breaches.

- 1.7.2.5. All video communication applications are approved by the Contractor as meeting requirements of Exhibit E, DHHS Information Security Requirements and Exhibit F, Business Associate Agreement, and that the Contractor fully discloses to individuals the potential privacy and security risks, as well as the benefits, of telehealth; and
- 1.7.2.6. Compliance with all applicable state and federal confidentiality laws, including, but not limited to, HIPAA 45 CFR 160, 162, and 164, 42 CFR Part 2, RSA 135-C, RSA 172:8-a, and RSA 318-B:12 and 126-A:4.
- 1.7.3. The Contractor must conduct clinically appropriate screenings, assessments, and evaluations for all referred individuals, including level of care assessments.
- 1.7.4. The Contractor must develop and implement individualized treatment plans based on assessment outcomes, which may include:
  - 1.7.4.1. Individual counseling;
  - 1.7.4.2. Family based treatment, including but not limited to family counseling;
  - 1.7.4.3. Clinical case management and supportive services; and
  - 1.7.4.4. Co-occurring mental health and substance use treatment.
- 1.7.5. The Contractor must provide treatment services based on industry standards.
- 1.7.6. The Contractor must provide transitional treatment support for up to thirty (30) days prior to discharge for individuals reentering the community from criminal justice or other structured settings.
- 1.7.7. The Contractor must work towards increasing access and removing barriers to Medications for Substance Use Disorders (MSUDs) among individuals, with a focus on youth and young adults, including tobacco and nicotine cessation.
- 1.7.8. The Contractor must provide Family-based treatment and recovery support services for parents, youth and young adults with a history of, or at risk for:
  - 1.7.8.1. Opioid misuse,
  - 1.7.8.2. Stimulant misuse,
  - 1.7.8.3. Opioid and/or stimulant use disorder; and

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- 1.7.8.4. Other substance misuse and use disorders.
- 1.7.9. The Contractor must provide, purchase, or connect individuals of all ages with Naloxone and/or other opioid overdose reversal medications, as clinically appropriate.
- 1.7.10. The Contractor must educate the individuals referred to the program on overdose prevention, as well as the use of Naloxone and other opioid overdose reversal medications.
- 1.7.11. The Contractor must provide or coordinate the completion of the SAMHSA Unified Performance Reporting Tool (SUPRT) tool for each individual in accordance with Section 1.17.
- 1.7.12. The Contractor must manage the operation of substance use testing services and assume all responsibility and operational duties for testing services for DCYF as related to this Agreement. Evidence-based practices must be utilized, with the objective of increasing individual success rates and improving case outcomes.
- 1.7.13. The Contractor must manage substance use testing for a list of substances as agreed upon with the Department.
- 1.7.14. The Contractor must ensure that eligible participants can participate in required substance use tests and screenings as requested by the Department.
- 1.7.15. The Contractor must ensure staff participate in training on the appropriate use of substance use testing and support staff education on interpreting drug test results and optimizing the use of substance use testing as an intervention tool.
- 1.7.16. The Contractor must engage with individuals and DCYF staff to understand the test results and develop a plan for change and/or strategies to maintain progress.
- 1.7.17. The Contractor must share an evidence-based approach for substance use testing with DCYF staff, by extending their clinical knowledge and perspective to assist in determining when substance use testing is most necessary or appropriate.
- 1.7.18. The Contractor must assist individuals, family members, and DCYF staff in accessing appropriate community resources.
- 1.7.19. The Contractor must provide a facilitated referral to community-based services for any individual seeking assistance, regardless of age or DCYF involvement.
- 1.7.20. The Contractor must support individuals receiving services by providing transportation to various locations as needed. The

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Contractor must ensure:

- 1.7.20.1. Transportation is directly related to the services being provided and considered clinically appropriate to support the individual's treatment and case plan.
- 1.7.20.2. All drivers have a valid NH driver's license and a safe driving record.
- 1.7.20.3. All vehicles are registered and inspected, with records kept by the Contractor.
- 1.7.20.4. All vehicles used for client transportation are insured for bodily injury and property damage in amounts of not less than \$100,000 per occurrence and not less than \$300,000 in the aggregate and proof of insurance is provided to the Department.
- 1.7.20.5. Parent or guardian consent is obtained for individuals under the age of eighteen (18).
- 1.7.21. The Contractor must support individuals by assisting them with outreach to other services within the community, including but not limited to:
  - 1.7.21.1. Transportation services.
  - 1.7.21.2. Medical services.
  - 1.7.21.3. Dental services.
  - 1.7.21.4. Behavioral health services.
  - 1.7.21.5. Medication management.
  - 1.7.21.6. Recovery supports.
  - 1.7.21.7. Housing supports.
- 1.7.22. The Contractor must maintain and develop collateral contacts and community resources within the individual's designated service area to facilitate referrals.
- 1.7.23. The Contractor must ensure that individuals who decline services receive facilitated referrals to appropriate community resources.
- 1.7.24. The Contractor must sustain local and statewide connections to support access to community resources by:
  - 1.7.24.1. Actively participating in treatment collaboratives;
  - 1.7.24.2. Networking at trainings;
  - 1.7.24.3. Collaborating on projects to enhance services; and

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- 1.7.24.4. Providing up-to-date program information to DCYF staff.
- 1.7.25. The Contractor must maintain regular communication with the Doorway System to facilitate referrals and act as a liaison between DCYF and Doorway personnel. The Contractor must coordinate with the local Doorway to:
  - 1.7.25.1. Provide testing for HIV, viral hepatitis, and sexually transmitted infections (STIs) when clinically indicated, with warm hand-offs to treatment for those testing positive.
  - 1.7.25.2. When no other funding is available and as clinically indicated, provide testing for potential complications related to opioid or stimulant use disorders, including complete blood count (CBC), international normalized ratio (INR), and comprehensive metabolic panel (CMP).
  - 1.7.25.3. The Contractor must refer for vaccinations, as clinically appropriate, including but not limited to Hepatitis A and B, Human Papillomavirus for individuals up to age 26, Meningococcal, Pneumococcal, Tetanus/Diphtheria/Pertussis (Tdap), and Zoster (for individuals age 18 and older).
- 1.7.26. The Contractor must collaborate with the Department's Strength to Succeed program to:
  - 1.7.26.1. Gain insight into the parent perspective;
  - 1.7.26.2. Identify opportunities to improve individual services; and
  - 1.7.26.3. Co-develop and deliver training for DCYF staff and community partners, as needed and requested by the Department.
- 1.7.27. The Contractor must provide Overdose Prevention and Response Services when appropriate. If unable to do so, they must facilitate a referral to community-based Overdose Prevention and Response Services. The Contractor must provide outpatient counseling services to adolescents age twelve (12) and older, including individual and family counseling as appropriate.
- 1.7.28. The Contractor must also serve adolescents who independently seek treatment for substance use, in accordance with applicable laws.
- 1.7.29. The Contractor must provide transitional treatment support for up to thirty (30) days prior to discharge from a residential placement, or release from the Youth Development Center (YDC) or during placement or commitment to YDC as clinically appropriate for high-risk youth and approved by the Department.

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- 1.7.30. The Contractor must provide or connect youth and young adults (ages 16–25) involved with DCYF with substance use disorders to behavioral health services, including treatment and recovery supports.
- 1.7.31. The Contractor must provide substance use prevention and support services for pregnant and parenting individuals, including expectant co-parents. Services shall include:
  - 1.7.31.1. Assistance with access to treatment;
  - 1.7.31.2. Support during early recovery;
  - 1.7.31.3. Coordination of prenatal care, including referrals to specialized programs (e.g., Healthy Families America, The Moms Program) and OB/GYN providers, with accompaniment to appointments as needed;
  - 1.7.31.4. Postpartum support, including Clinical Consultant hospital visits after delivery, connection to appropriate levels of care (e.g., IOP, PHP), and interim support;
  - 1.7.31.5. Accompanying individuals to community-based support meetings, as appropriate.
- 1.7.32. The Contractor must ensure staff are available during normal business hours to respond to crisis situations within their professional scope of practice. Crisis situations may include, but are not limited to:
  - 1.7.32.1. Suicidal ideation.
  - 1.7.32.2. Homicidal ideation.
  - 1.7.32.3. Overdose (post-hospitalization).
  - 1.7.32.4. Child removal.
  - 1.7.32.5. Death of a loved one.
  - 1.7.32.6. Accidents.
  - 1.7.32.7. Hospitalization.
  - 1.7.32.8. Termination of parental rights.
- 1.7.33. The Contractor must follow procedures for crisis situations which include but are not limited to:
  - 1.7.33.1. Contacting rapid response teams.
  - 1.7.33.2. Requesting welfare checks.
- 1.7.34. The Contractor must provide consultation and emotional support to parents during child removal or placement actions by DCYF.
- 1.7.35. The Contractor must initiate the first contact with individuals referred

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by the Department within three (3) business days.

1.7.35.1. At least one (1) follow-up contact must occur weekly for two (2) additional weeks if the individual does not engage.

1.7.35.2. If the individual remains unresponsive, the Contractor must:

1.7.35.2.1. Coordinate with the Child Protection Service Worker (CPSW) or Juvenile Justice Probation and Parole Officer (JPPO) to arrange a phone call during the individual's next meeting; or

1.7.35.2.2. Accompany the CPSW or JPPO to a home, community visit, or court hearing.

1.8. The Contractor must participate in home or community visits alongside DCYF staff to help assess an individual's needs and engage them in treatment services.

1.9. The Contractor must provide aftercare services following referral to community services and after DCYF case closure.

1.10. The Contractor must continue services until it is clinically appropriate to terminate or until the individual is connected to another provider. Aftercare shall not be less than ninety (90) days and shall not exceed 120 days, unless otherwise approved by the Department.

**1.11. Training, Education, and Collaboration**

1.11.1. The Contractor must participate in DCYF staff meetings and may provide training on topics including:

1.11.1.1. Regional and statewide trends in substance use and use of substance use testing as a motivational tool.

1.11.1.2. Community treatment resources and referral options.

1.11.1.3. Motivational interviewing.

1.11.1.4. Working with reluctant parents.

1.11.1.5. Orientation and training for new staff on Substance Use Disorder (SUD), treatment, and engagement.

1.11.1.6. Confidentiality laws and practices.

1.11.2. The Contractor must participate in DCYF case meetings, including:

1.11.2.1. Permanency Planning Team (PPT) Meetings;

1.11.2.2. Case Transfer Meetings;

1.11.2.3. Road Map to Reunification Meetings;

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- 1.11.2.4. Family Treatment Court (Supported Family Approach);
  - 1.11.2.5. Team meetings; and
  - 1.11.2.6. Other meetings as requested by the Department.
- 1.11.3. The Contractor must provide training to DCYF administrators, field staff and community partners through the following methodologies, which includes, but is not limited to:
- 1.11.3.1. Delivering substance use training as part of DCYF's Core Academy.
  - 1.11.3.2. Providing MLADC Clinical Care and Consultation program orientation during the Core Academy and at the district office level.
  - 1.11.3.3. Conducting on-site training during staff meetings, statewide workgroups, and leadership meetings.
  - 1.11.3.4. Facilitating access to remote learning opportunities, including online trainings and webinars.
  - 1.11.3.5. Promoting training opportunities offered by community providers.
  - 1.11.3.6. Collaborating with the Child Welfare Education Partnership (CWEP) for specialized training needs.
  - 1.11.3.7. Partnering with Parent Partners and Strength to Succeed to co-facilitate trainings.
  - 1.11.3.8. Offering general and case-specific consultation to DCYF staff.
  - 1.11.3.9. Accompanying DCYF field staff on home visits and attending individual-specific team meetings.
  - 1.11.3.10. Distributing educational updates to field staff via email.
- 1.11.4. The Contractor must provide training to DCYF staff on topics related to substance use and family engagement. Training topics shall include, but are not limited to:
- 1.11.4.1. Principles of addiction, recovery, and recurrence.
  - 1.11.4.2. Identifying signs and symptoms of substance use, including the risks associated with opioid and stimulant use
  - 1.11.4.3. Impact of substance use on children, youth, and families.
  - 1.11.4.4. Effective use of substance use testing as an intervention tool.

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- 1.11.4.5. Collaborative strategies between DCYF and treatment providers.
- 1.11.4.6. Co-occurring substance use and mental health disorders.
- 1.11.4.7. Safety planning in the context of substance use.
- 1.11.4.8. Roles and functions of clinical consultants within the program.
- 1.11.4.9. Family engagement strategies for those affected by substance use.
- 1.11.4.10. Opioid use trends and treatment.
- 1.11.4.11. Use of recovery-oriented language.
- 1.11.4.12. Overview of local substance use and recovery resources.
- 1.11.4.13. Substance use treatment options and levels of care.
- 1.11.4.14. Motivational interviewing techniques.
- 1.11.4.15. Strategies for working with resistant or ambivalent parents.
- 1.11.4.16. Confidentiality requirements and best practices.
- 1.11.4.17. Effective documentation practices.
- 1.11.4.18. Navigating and leveraging community resources.
- 1.11.4.19. Medications for Substance Use Disorders.
- 1.11.4.20. Overdose Prevention and Response.
- 1.11.4.21. Care considerations for substance-exposed infants.
- 1.11.5. The Contractor must monitor training needs of DCYF by sponsoring a survey for staff with topics of interest for training opportunities.

**1.12. Staffing Requirements**

- 1.12.1. The Contractor must ensure staff have a valid driver's license and/or access to reliable transportation statewide.
- 1.12.2. The Contractor must ensure that all staff disclose any disciplinary or adverse action taken against their New Hampshire professional credentials, including but not limited to:
  - 1.12.2.1. Disciplinary action by a licensing board.
  - 1.12.2.2. Suspension.
  - 1.12.2.3. Termination of license.
- 1.12.3. The Contractor's staff must include, at minimum:
  - 1.12.3.1. One (1) Clinical Director.

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- 1.12.3.2. One (1) Medical Director.
- 1.12.3.3. Two (2) Full-Time Equivalent (FTE) Clinical Supervisors.
- 1.12.3.4. One (1) part time Case Manager.
- 1.12.3.5. Eleven (11) FTE Clinical Consultants, two (2) of which must have a specialization in working with adolescents.
- 1.12.4. The Contractor's staff must meet the following qualifications:
  - 1.12.4.1. Clinical Consultants:
    - 1.12.4.1.1. A Master's degree in clinical mental health, clinical psychology, substance use treatment, social work, human services, or a related field from an accredited institution, including clinical coursework and internship.
    - 1.12.4.1.2. At least one (1) of the following New Hampshire credentials:
      - 1.12.4.1.2.1. Master Licensed Alcohol and Drug Use Professional (MLADC);
      - 1.12.4.1.2.2. Licensed Independent Clinical Social Worker (LICSW);
      - 1.12.4.1.2.3. Licensed Clinical Mental Health Counselor (LCMHC); or
      - 1.12.4.1.2.4. Be license-eligible in one of the above disciplines within two (2) years of hire. License-eligible staff shall not exceed five (5) positions, or 42% of the total Clinical Consultant staff.
    - 1.12.4.1.3. Two (2) years of experience working with individuals impacted by substance use or mental health.
  - 1.12.4.2. Clinical Director and Clinical Supervisors:
    - 1.12.4.2.1. The same educational and licensure qualifications as Clinical Consultants; and
    - 1.12.4.2.2. A minimum of five (5) years of experience working as co-occurring mental health and substance use treatment clinicians and

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possess at least one clinical license (MLADC, LICSW, LCMHC).

1.12.4.3. Case Manager:

1.12.4.3.1. A bachelor's degree in social work, psychology, education or a related field with an emphasis in human services; and

1.12.4.3.2. Two (2) years of experience with children and families.

1.12.4.4. Medical Director:

1.12.4.4.1. Must hold and maintain a current professional license and/or certification to practice medicine and prescribe controlled substances in the State of New Hampshire (i.e. Physician- MD/DO, Nurse Practitioner- APRN, Physician Assistant- PA)

1.12.4.4.2. Must have experience and skills in working with individuals with co-occurring substance use and mental health disorders.

1.12.4.4.3. Must possess the ability to interpret and explain drug test results in the context of an individual's treatment plan.

1.12.5. The Contractor must ensure Clinical Consultants and the Case manager meet the following experience and competency requirements:

1.12.5.1. Knowledge of child welfare systems, the impact of abuse and neglect, and the intersection with substance use disorders; and

1.12.5.2. Willingness to attend additional training, if needed, to meet core competency standards within one (1) year of the hire date.

1.12.5.2.1. Additionally, Clinical Consultants must have:

1.12.5.2.1.1. A minimum of two (2) years of experience under clinical supervision (provided at no cost by the Contractor if staff are working toward licensure); and

1.12.5.2.1.2. Demonstrated competency in treating substance use and co-

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occurring mental health disorders.

- 1.12.6. The Contractor must ensure that the Clinical Director is responsible for performing the following tasks:
  - 1.12.6.1. Assisting with service delivery, as needed;
  - 1.12.6.2. Providing remote consultation to DCYF staff (via phone, video, or email) in regions experiencing staffing vacancies;
  - 1.12.6.3. Reviewing biweekly staff activity logs to monitor service delivery and inform annual reports and monthly contract management meetings;
  - 1.12.6.4. Conducting monthly caseload reviews;
  - 1.12.6.5. Conducting monthly audits of randomly selected treatment records and related documentation to ensure compliance with 42 CFR Part 2 and HIPAA;
  - 1.12.6.6. Ensuring compliance with all State Opioid Response (SOR) requirements; and
  - 1.12.6.7. Staff supervision as noted below.
- 1.12.7. The Contractor must assess staff training needs through regular supervision, including:
  - 1.12.7.1. Monthly group supervision and;
  - 1.12.7.2. A minimum of two (2) individual supervision sessions per year with each consultant.
  - 1.12.7.3. Additional supervision must be provided as necessary.
  - 1.12.7.4. Staff without prior experience serving as consultants for DCYF must receive more frequent supervision until competency in the role is demonstrated.
- 1.12.8. The Contractor must ensure that all staff complete the continuing education and collaboration hours required to maintain their professional licensure.
- 1.12.9. Staffing requirements are subject to change with the Department's written approval.

**1.13. SAMHSA Unified Performance Reporting Tool (SUPRT)**

- 1.13.1. 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.

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- 1.13.2. 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.
- 1.13.3. The Contractor must ensure the SUPRT reporting tools are attempted at a minimum of the following intervals:
  - 1.13.3.1. Baseline: Within thirty (30) days of initial grant-covered service;
  - 1.13.3.2. Six (6) Month Re-assessment: Six (6) 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;
  - 1.13.3.3. 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
  - 1.13.3.4. Closeout: Upon discharge from the initially referred service.
- 1.13.4. The Contractor must ensure completed SUPRT data is entered into the Department-approved system, at a minimum of the following intervals:
  - 1.13.4.1. Baseline: Within thirty (30) days of initial grant-covered service;
  - 1.13.4.2. Six (6) 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;
  - 1.13.4.3. Annual Re-Assessment: One (1) 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
  - 1.13.4.4. 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 process and protocols as defined by SAMHSA

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and through technical assistance provided under the SOR Grant.

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

1.14.1. The Contractor must ensure they, and any provider which referrals are made to:

1.14.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;

1.14.1.2. 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;

1.14.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and

1.14.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.

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

1.14.3. 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:

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

1.14.3.2. 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

1.14.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR Grant funding.

1.14.4. The Contractor must utilize SOR Grant funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.

1.14.5. If the Contractor intends to distribute test strips, the Contractor must

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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:

- 1.14.5.1. Internal policies for the distribution of test strips;
- 1.14.5.2. Distribution methods and frequency; and
- 1.14.5.3. Other key data as requested by the Department.
- 1.14.6. The Contractor must provide services to eligible individuals who:
  - 1.14.6.1. Receive medication for OUD (MOUD) services from other providers, including the individual's primary care provider;
  - 1.14.6.2. Have co-occurring substance use and mental health disorders; or
  - 1.14.6.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.14.7. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR Grant funding.
- 1.14.8. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR Grant funding.
- 1.14.9. The Contractor must collaborate with the Department and other SOR Grant funded vendors, as requested and directed by the Department, to improve GPRA data collection.
- 1.14.10. The Contractor must comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 1.15. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department to discuss program deliverables and data, which will include but is not limited to:
  - 1.15.1. Referrals and types of services provided.
  - 1.15.2. Substance use testing utilization, including frequency and team-specific use (Assessment, Family Services, Juvenile Justice, etc.).
  - 1.15.3. Observed substance use trends within the service population.
  - 1.15.4. Additional information as requested by the Department.
  - 1.15.5. District Office collaboration.
  - 1.15.6. Trainings delivered, including date, topic, number of attendees, and participant feedback.

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- 1.16. 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.
- 1.17. 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.
- 1.18. **Reporting**
- 1.18.1. The Contractor must submit quarterly reports which include but are not limited to:
- 1.18.1.1. Number of total referrals.
  - 1.18.1.2. Number of referrals that engaged in direct services.
  - 1.18.1.3. Number of referrals that engaged in short or long term counseling.
  - 1.18.1.4. Number of referrals who did not engage in any supports or services
  - 1.18.1.5. Number of drug tests completed.
  - 1.18.1.6. Referrals involving an overdose, either as the cause of the referral, or occurring during services.
  - 1.18.1.7. Referrals involving a substance exposed infant, including breakdown of which substances each infant was born exposed to.
- 1.18.2. The Contractor must submit an annual report to ensure service delivery, training effectiveness, and overall program compliance which includes, but is not limited to:
- 1.18.2.1. Summary and analysis of quarterly data.
  - 1.18.2.2. Trends in service delivery.
  - 1.18.2.3. Training impact.
  - 1.18.2.4. Emerging needs of the individual populations.
  - 1.18.2.5. Outcome data of short and long term treatment.
  - 1.18.2.6. Staffing.
- 1.18.3. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
- 1.18.3.1. 80% of referrals (clients) outreached within three (3) business days from referral.
  - 1.18.3.2. 70% of referrals engaged in services.

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- 1.18.3.3. Staff spend a minimum of 40% of their time providing direct services to individuals and families. Direct services activities includes:
  - 1.18.3.3.1. Home, office, or community visits;
  - 1.18.3.3.2. Telehealth sessions;
  - 1.18.3.3.3. Team meetings; and
  - 1.18.3.3.4. Court appearances.
- 1.18.3.4. Staff to spend 30% of their time providing consultation to DCYF staff.
- 1.18.3.5. Clinical consultants spend 15% of their time providing formal education to DCYF or other stakeholders.
- 1.18.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance and service data in a format and frequency specified by the Department.
- 1.19. Background Checks
  - 1.19.1. The Contractor must obtain the following background checks, at the Contractor's expense, on all individuals who are providing services to clients under this Agreement:
    - 1.19.1.1. A Bureau of Elderly and Adults Services (BAAS) State Registry Check;
    - 1.19.1.2. A Central Registry Check through the Division for Children, Youth and Families (DCYF); and
    - 1.19.1.3. A Criminal Background Check with results released to the Department, to ensure no convictions for the following crimes which include, but are not limited to:
      - 1.19.1.3.1. Felony child abuse/neglect;
      - 1.19.1.3.2. Spousal abuse;
      - 1.19.1.3.3. Felony physical assault/battery;
      - 1.19.1.3.4. Child pornography;
      - 1.19.1.3.5. Rape;
      - 1.19.1.3.6. Sexual assault;
      - 1.19.1.3.7. Homicide;
      - 1.19.1.3.8. Any sexually-related crime;

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1.19.1.3.9. A crime which may indicate a person might be reasonably expected to pose a threat to a child; and

1.19.1.3.10. Any drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.19.2. Individuals must not provide services prior to the required documentation being received and verified by the Department.

**1.20. Confidential Data**

1.20.1. 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.

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

**1.21. Privacy Impact Assessment**

1.21.1. 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:

1.21.1.1. How PII is gathered and stored;

1.21.1.2. Who will have access to PII;

1.21.1.3. How PII will be used in the system;

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

1.21.1.5. Privacy practices.

1.21.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the

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collection, processing or storage of PII.

1.22. Department Owned Devices, Systems and Network Usage

1.22.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, 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, must:

1.22.1.1. 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;

1.22.1.2. 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;

1.22.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.22.1.4. 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;

1.22.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.22.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.22.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

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- 1.22.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.22.1.9. Agree when utilizing the Department's email system:
  - 1.22.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
  - 1.22.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 1.22.1.9.3. 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."
- 1.22.1.10. 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:
  - 1.22.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
  - 1.22.1.10.2. 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.
  - 1.22.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.22.1.11. 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

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criminal and/or civil prosecution, if the act constitutes a violation of law.

1.22.1.12. 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.

1.22.2. Workspace Requirement

1.22.2.1. The Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.23. Contract End-of-Life Transition Services

1.23.1. General Requirements

1.23.1.1. 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.

1.23.1.2. 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-

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party consultants engaged by Recipient in connection with the Transition Services.

- 1.23.1.3. 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.
  - 1.23.1.4. 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.
  - 1.23.1.5. 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.
  - 1.23.1.6. 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.
- 1.23.2. Completion of Transition Services
- 1.23.2.1. 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.
  - 1.23.2.2. 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.
- 1.23.3. Disagreement over Transition Services Results

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1.23.3.1. 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.

**1.24. Website and Social Media**

1.24.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.24.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

**1.24.3. State of New Hampshire's Website Copyright**

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

**2. Exhibits Incorporated**

2.1. The Contractor must comply with all Exhibit D Federal Requirements, which

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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 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

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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.

**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, records regarding the provision of services, and all invoices submitted to the Department to obtain payment for such services.

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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.

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 59.91% Federal funds, SORIV B, as awarded on March 18, 2026, U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, ALN 93.788, FAIN #H79TI087843.
  - 1.2. 13.31% Federal Funds, Stephanie Tubbs Jones Child Welfare Services Program, as awarded on September 30, 2025, by the U.S. Department of Health and Human Services, Child Welfare Social Service Program, ALN 93.645, FAIN #2501NHCWSS.
  - 1.3. 11.76% Federal Funds, Child Abuse and Neglect State Grants, as awarded on July 3, 2025, by the U.S. Department of Health and Human Services, Child Abuse Prevention Grant, ALN 93.669, FAIN #2501NHNCAN.
  - 1.4. 9.91% Federal Funds, Substance Abuse Prevention and Treatment Block Grant, as awarded on January 28, 2026, by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, ALN 93.959, FAIN #TI088484.
  - 1.5. 5.11% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Contractor, 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.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment in accordance with Section 3 above.

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- 4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, receipts for purchases, time sheets, and payroll records, as applicable.
- 4.5. Is completed, dated and returned to the Department to initiate payment.
- 4.6. Is assigned an electronic signature and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:  

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.
6. 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.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.
9. Audits
  - 9.1. The Contractor must email an annual audit to 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 Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

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- 9.2. If Condition A exists, the Contractor must submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 9.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must 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 must submit an annual financial audit performed by an independent CPA within 120 days after 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 must 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, based on 2 CFR 200.313, purchased using funds provided under this Agreement.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services		
<b>Contractor Name:</b>		Foundations Counseling, LLC
<b>Budget Request for:</b>		Master Licensed Alcohol and Drug Counseling (MLADC) Clinical Care and Consultation
<b>Budget Period:</b>		7/1/2026 - 9/30/2028
<b>Average Indirect Cost Rate (if applicable)</b>		15%
Line Item	Program Cost - Funded by DHHS - SFY 27 7/1/2026- 6/30/2027	Program Cost - Funded by DHHS - SFY 28 7/1/2027- 9/30/2027
1. Salary & Wages	\$1,324,582	\$331,142
2. Fringe Benefits	\$101,700	\$25,425
3. Consultants	\$15,600	\$3,900
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and</i>		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab	\$466,000	\$116,500
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies - Office	\$4,800	\$1,200
6. Travel	\$45,450	\$11,363
7. Software	\$13,200	\$3,300
8. (a) Other - Marketing/Communications	\$10,000	\$2,500
8. (b) Other - Education and Training		
8. (c) Other		
<i>Other: Cx Engagement/Contingency Mgt</i>	\$3,600	\$900
<i>Other (please specify)</i>		
<i>Other: Information Technology</i>	\$47,000	\$11,750
<i>Other (please specify)</i>		
<i>Other (please specify)</i>		
<i>Other (please specify)</i>		
<i>Other (please specify)</i>		
9. Subrecipient Contracts		
<b>Total Direct Costs</b>	<b>\$2,031,932</b>	<b>\$507,980</b>
<b>Total Indirect Costs</b>	<b>\$304,790</b>	<b>\$76,197</b>
	15.00%	15.00%
<b>Subtotals</b>	<b>\$2,336,722</b>	<b>\$584,177</b>
<b>TOTAL</b>		<b>\$2,920,899</b>

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Contractor Initials

# 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.

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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

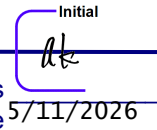
Programs (indicate applicable program covered):

- \*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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# New Hampshire Department of Health and Human Services

## Exhibit D – Federal Requirements

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

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

#### INSTRUCTIONS FOR CERTIFICATION

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

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## 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

### 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.

## 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.

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# 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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# 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: MCM2DA4CLLZ4
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
- NO                       YES

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
- NO                       YES

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

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

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

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

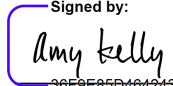
Name: \_\_\_\_\_ Amount: \_\_\_\_\_


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

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

Contractor Name: Foundations Counseling, LLC

5/11/2026  
Date: \_\_\_\_\_

Signed by:  
  
 Name: Amy Kelly  
 Title: Amy Kelly, Owner

Initial  


## 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.

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## New Hampshire Department of Health and Human Services

### Exhibit E

#### DHHS Information Security Requirements


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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

#### DHHS Information Security Requirements

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

#### DHHS Information Security Requirements

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

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## New Hampshire Department of Health and Human Services

### Exhibit E

#### DHHS Information Security Requirements

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

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

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

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### Exhibit E

#### DHHS Information Security Requirements

- 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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### 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

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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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**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 privacy or

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Business Associate Agreement  
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- 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 PHI in

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Business Associate Agreement  
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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

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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

Foundations Counseling, LLC

The State

Name of the Contractor

DocuSigned by: Marie Noonan 2FCCB724C34F49F...

Signed by: Amy Kelly 36F9E96D4642432...

Signature of Authorized Representative

Signature of Authorized Representative

Marie Noonan

Amy Kelly

Name of Authorized Representative

Name of Authorized Representative

DCYF Director

Amy Kelly, Owner

Title of Authorized Representative

Title of Authorized Representative

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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 FOUNDATIONS COUNSELING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 24, 2018. 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: **795594**

Certificate Number: **0007918258**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

### Limited Partnership or LLC Certificate of Authority

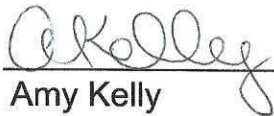
I, Amy Kelly, hereby certify that I am a sole Partner, Member, or  
*(Name)*

Manager of  
FoundatnsCounseling, LLC, a limited liability partnership under RSA 304-B, a limited  
*(Name of Partnership or LLC)*

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 shall remain valid for thirty (30) days from the date of this Corporate Resolution.

**Dated:** 4-28-26

**Signature:** 

**Name:** Amy Kelly

**Title:** Director/Owner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/13/2026

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

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

<b>PRODUCER</b> <b>World Insurance Associates, LLC</b> 64 Portsmouth Ave Exeter, NH 03833	<b>CONTACT NAME:</b> <b>Melissa Fini</b>
	<b>PHONE (A/C, No, Ext):</b> <b>(603) 772-4781</b>
	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A : <b>LLoyds of London</b></b>
	<b>INSURER B : <b>Allied Eastern Indemnity Company</b></b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

<b>INSURED</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
----------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MSO0140803833	5/17/2026	5/17/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0000592350	9/30/2025	9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabili			MSO0140803833	5/17/2026	5/17/2027	General Aggregate 3,000,000
A	Professional Liabili			MSO0140803833	5/17/2026	5/17/2027	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation 3A State: NH Amy Kelly Excluded

The certificate holder is listed as additional insured with regard to general liability.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of NH, Department of Health & Human Services 129 Pleasant St Concord, NH 03301-3857	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 