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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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June 11, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with Manchester Alcoholism Rehabilitation Center (VC#177204), Manchester, NH for Substance Use Disorder Treatment and Recovery Support Services, by exercising a contract renewal option by increasing the total price limitation by \$2,156,098 from \$12,040,504 to \$14,196,602 and extending the completion dates from June 30, 2025 to June 30, 2027, effective upon Governor and Council approval. 47% Federal, 17% General funds, 36% Other funds (Governor's Commission).

The original contract was approved by Governor and Council on approved by Governor and Council on October 13, 2021 (Item #30), amended on March 23, 2022 (Item #35), December 21, 2022 (Item #29), and most recently amended on September 20, 2023 (Item #48).

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to exercise an available contract renewal option for the Contractor to continue to provide substance use disorder treatment and recovery support services to people who are uninsured or under-insured.

The Department is revising the scope of work to streamline contract requirements; clarify language; and remove provisions that do not significantly benefit individuals with substance use disorders and have proven to be burdensome to providers, including on-site rapid HIV testing and redundant training requirements for licensed counselors. The revised scope of work includes a minimum number of treatment hours per week an individual must receive in each type of service; reporting requirements that provide transparency; and a requirement to measure individuals' withdrawal symptoms using standardized withdrawal scales. New guidelines, developed by the Substance Abuse and Mental Health Services Administration for inpatient withdrawal services, were also added. These guidelines require that treatment providers offer individuals, who are diagnosed with an opioid use disorder and are being discharged from inpatient withdrawal services, medication to treat their opioid use disorder to prevent overdose.

Approximately 300 individuals will be served through June 30, 2027.

The Contractor will continue to provide treatment services that ensure individuals with a substance use disorder receive the appropriate type of treatment and support. Services include individual and group outpatient services, intensive outpatient services, medically monitored withdrawal management services, and partial hospitalization. The Contractor has made the business decision, and notified the Department of their intent, to discontinue providing medically monitored withdrawal management services and high-intensity residential treatment programming, as of August 31, 2025. The scope of work and budgets have been adjusted to address this reduction in services.

The Department will continue monitoring services through monthly, quarterly, and annual reporting, and through audits of individual providers. An annual evaluation of all Bureau of Drug and Alcohol Services' funded providers examines all data, including demographic and outcome data, to ensure:

- Services provided reduce the negative impacts of substance misuse;
- Contractors make continuing care, transfer, and discharge decisions based on ASAM Criteria;
- Contractors treat individuals using evidence-based practices and follow best practices with fidelity; and
- Contractors achieve initiation, engagement, and retention goals as detailed in the agreements.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original Agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) years of the remaining two (2) years and three (3) months available.

Should the Governor and Executive Council not authorize this request, individuals in need of substance use disorder treatment and recovery support services may have reduced access to services, which increases the likelihood of having to be placed on a waitlist to access care. A lapse in timely treatment or recovery supports may impact the individual's health and ability to attain and sustain recovery and also has potential consequences for families and communities as well, such as an increase in unemployment, incarceration, and overdose.

Source of Federal Funds: Substance Use Prevention and Treatment Block Grant, Assistance Listing Number # 93.959, FAIN #'s T1083464, T1084659, T1083955, T1085821, and TBD; and State Opioid Response Grant, Assistance Listing Number # 93.788, FAIN #'s T1083326 and T1085759, T1087843 and TBD.

Respectfully submitted,


Lori A. Weaver
Commissioner

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

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center 177204-B001

PO 1083184

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	92058501	\$166,941	\$0	\$166,941
2023	074-500589	Welfare Assistance	92058501	\$234,976	\$0	\$234,976
2024	074-500589	Welfare Assistance	92058501	\$1,056,321	\$0	\$1,056,321
2025	074-500589	Grants for Public Asst & Relief	92058501	\$1,341,484	\$183,490	\$1,524,974
2026	102-500731	Contracts for Program Svs	92058501	\$0	\$400,866	\$400,866
2027	102-500731	Contracts for Program Svs	92058501	\$0	\$189,521	\$189,521
Sub-total				\$2,799,722	\$773,877	\$3,573,599

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	92057501	\$353,805	\$0	\$353,805
2023	074-500589	Welfare Assistance	92057501	\$497,996	\$0	\$497,996
2024	074-500589	Welfare Assistance	92057501	\$1,558,483	\$0	\$1,558,483
2025	074-500589	Grants for Public Asst & Relief	92057501	\$1,936,101	\$0	\$1,936,101
2026	074-500589	Grants for Public Asst & Relief	TBD	\$0	\$475,764	\$475,764
2026	102-500731	Contracts for Program Svs	TBD	\$0	\$245,090	\$245,090
2027	074-500589	Grants for Public Asst & Relief	TBD	\$0	\$232,300	\$232,300
2027	102-500731	Contracts for Program Svs	TBD	\$0	\$119,669	\$119,669
Sub-total				\$4,346,385	\$1,072,823	\$5,419,208

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	TBD	\$1,074,200	\$0	\$1,074,200
2023	074-500589	Welfare Assistance	TBD	\$1,402,500	\$0	\$1,402,500
2024	074-500589	Welfare Assistance	TBD	\$1,009,464	\$0	\$1,009,464
2025	074-500589	Grants for Public Asst & Relief	TBD	\$908,218	\$0	\$908,218
2026	074-500589	Grants for Public Asst & Relief	TBD	\$0	\$309,398	\$309,398
2026	074-500589	Grants for Public Asst & Relief	TBD	\$0	\$0	\$0
2027	074-500589	Grants for Public Asst & Relief	TBD	\$0	\$0	\$0
2027	074-500589	Grants for Public Asst & Relief	TBD	\$0	\$0	\$0
Sub-total				\$4,394,382	\$309,398	\$4,703,780

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, SABG ADDITIONAL (100% FEDERAL FUNDS)

Manchester Alcohol
 Rehab Center, Easter
 Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	TBD	\$0	\$0	\$0
2023	074-500589	Welfare Assistance	TBD	\$375,000	\$0	\$375,000
2024	074-500589	Welfare Assistance	TBD	\$125,015	\$0	\$125,015
Sub-total				\$500,015	\$0	\$500,015

TOTAL				\$12,040,504	\$2,156,098	\$14,196,602
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**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Alcoholism Rehabilitation Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021 (Item #30), amended on March 23, 2022 (Item #35), December 21, 2022 (Item #29), and most recently amended on September 20, 2023 (Item #48) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$14,196,602
3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B-1, Operational Requirements – Amendment #1, by replacing it in its entirety with Exhibit B-1, Operational Requirements - Amendment #4, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 62% Federal Funds
 - 1.1.1. 41% from the Substance Use Prevention and Treatment Block Grant (SUPTBG), as awarded by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration (SAMHSA), ALN 93.959, on:
 - 1.1.1.1. October 1, 2020, FAIN T1083464.
 - 1.1.1.2. May 17, 2021, FAIN T1082955.
 - 1.1.1.3. October 1, 2021, FAIN T1084659.
 - 1.1.1.4. February 15, 2023, FAIN T1085821.
 - 1.1.1.5. February 20, 2024, FAIN B08T1087053.
 - 1.1.1.6. DATE, FAIN TBD, pending the receipt of the Notice of Award from SAMHSA.
 - 1.1.2. 5% from the SUPTBG, American Rescue Plan (ARP), as awarded by

SAMHSA, on May 17, 2021, ALN 93.959, FAIN T1082955.

- 1.1.3. 54% from the State Opioid Response Grant, as awarded by SAMHSA, on:
 - 1.1.3.1. September 30, 2021, FAIN T1083326.
 - 1.1.3.2. September 23, 2022, FAIN H79T1085759.
 - 1.1.3.3. September 24, 2024, FAIN T1087843.
 - 1.1.3.4. DATE, FAIN TBD, pending the receipt of the Notice of Award from SAMHSA.

- 1.2. 13% General Funds; and
- 1.3. 25% Other Funds (Governor's Commission).

6. Modify Exhibit C, Payment Terms, Amendment #1, Section 3, to read:

- 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-18, SUD Treatment Services Budget, Amendment #4. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting. The Contractor shall:
 - 3.1. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-18, SUD Treatment Services Budget, Amendment #4, is received from the Department prior to submitting invoices for payment; and
 - 3.2. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.

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

- 4. The Contractor shall submit budgets to the Department for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to June 30, 2025, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 4.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2025 through June 30, 2026, as follows:
 - 4.1.1. Exhibit C-11, SUD Treatment Services Budget, Amendment #4.
 - 4.1.2. Reserved.
 - 4.1.3. Exhibit C-13, Residential Services Budget, Amendment #4.
 - 4.1.4. Exhibit C-14, Medically Monitored Withdrawal Management Budget, Amendment #4.

8. Modify Exhibit C, Amendment #1, Payment Terms, Section 20, Audits, to read:

20. Audits

- 20.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 20.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 20.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

- 20.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 20.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 20.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 20.4. 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.
 - 20.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
 - 20.6. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.
- 9. Add Exhibit C-15, SUD Treatment Services Budget, Amendment #4, which is which is attached hereto and incorporated by reference herein.
 - 10. Add Exhibit C-16, Residential Services Budget, Amendment #4, which is which is attached hereto and incorporated by reference herein.
 - 11. Add Exhibit C-17, Medically Monitored Withdrawal Management Budget, Amendment #4, which is which is attached hereto and incorporated by reference herein.
 - 12. Add Exhibit C-18, SUD Treatment Services Budget, Amendment #4, which is which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

6/11/2025

Date

DocuSigned by:

Katja S. Fox

ED9D058D4C63442

Name: Katja S. Fox

Title: Director

Manchester Alcoholism Rehabilitation Center

6/11/2025

Date

DocuSigned by:

Catherine Kuhn

990350E0378D42A

Name: Catherine Kuhn

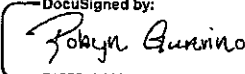
Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

6/11/2025

Date

DocuSigned by:

748734844041460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

EXHIBIT B – Amendment #4

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Substance Use Disorder (SUD) treatment and recovery support services that:
 - 1.1.1. Assist individuals with:
 - 1.1.1.1. Stopping or reducing substance misuse;
 - 1.1.1.2. Improving social functioning, and physical and mental health; and
 - 1.1.1.3. Reducing risk for recurrence of substance misuse;
 - 1.1.2. Focus on strengths and resilience of individuals and families;
 - 1.1.3. Are culturally sensitive and relevant to individuals served;
 - 1.1.4. Promote person-centered and self-directed approaches to care; and
 - 1.1.5. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.2. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, Amendment #4, as applicable.
- 1.3. For the purposes of this Agreement, all references to:
 - 1.3.1. Business days shall mean Monday through Friday and excluding state and federal holidays.
 - 1.3.2. Calendar days or days shall mean Monday through Sunday, including state and federal holidays.
 - 1.3.3. Business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

- 2.1. The Contractor shall ensure services are provided to individuals who:
 - 2.1.1. Are age 12 years or older, or under age 12 with signed consent from a parent or legal guardian;
 - 2.1.2. Have been diagnosed by:
 - 2.1.2.1. A professional licensed by the state of NH acting within the scope of their license or
 - 2.1.2.2. An unlicensed counselor who:
 - 2.1.2.2.1. Is working toward licensure and is in, at least, the second year of an accredited graduate clinical program;
 - 2.1.2.2.2. Is serving in a clinical internship with the Contractor for services provided within this Agreement;

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B – Amendment #4**

- 2.1.2.2.3. Is under the supervision of a professional licensed by the state of NH, who is acting within the scope of their license, to act as a supervisor of an unlicensed individual; and
- 2.1.2.2.4. Has completed the required coursework for licensure, as required by:
 - 2.1.2.2.4.1. NH Board of Alcohol and Other Drug Use Providers;
 - 2.1.2.2.4.2. NH Board of Mental Health Practice; or
 - 2.1.2.2.4.3. NH Board of Psychology; and
- 2.1.3. Meet the American Society of Addiction Medicine Criteria published in October 2013 or later, (ASAM), for the services provided under this Agreement.
- 2.2. The Contractor shall provide services under this Agreement to individuals who are residents of, or unhoused in, NH; who meet the eligibility requirements identified above; and who are uninsured or whose insurance does not cover SUD treatment.
- 2.3. The Contractor may provide services to specialty populations, as determined by the Substance Abuse and Mental Health Services Administration (SAMHSA), including:
 - 2.3.1. Pregnant and parenting individuals;
 - 2.3.2. Individuals with a history of injection drug use;
 - 2.3.3. Individuals with co-occurring substance use and mental health disorders;
 - 2.3.4. Individuals with, or at risk of tuberculosis;
 - 2.3.5. Individuals under the age of 18;
 - 2.3.6. Racial and ethnic minorities; and
 - 2.3.7. Individuals identifying as LBGTQI+.
- 2.4. The Contractor shall ensure consent for services is obtained from individuals receiving services aged 12 and older, or the parent or legal guardian of an individual receiving services who is under the age of 12, in accordance with NH RSA 318-B:12-a and 42 CFR Part 2, prior to providing services.
- 2.5. The Contractor shall ensure individuals under 18 years of age are not denied services due to:
 - 2.5.1. The parent's inability and/or unwillingness to pay the service fee(s); or
 - 2.5.2. The minor's decision to receive confidential services, pursuant to NH RSA 318-B:12-a.
- 2.6. The Contractor shall not deny services to individuals who:
 - 2.6.1. Receive medication for SUD (MSUD), from other service providers, including the individual's primary care provider;
 - 2.6.2. Have co-occurring mental health disorders; or

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

EXHIBIT B – Amendment #4

- 2.6.3. Are taking prescribed medications, regardless of the class of medication.
- 2.7. The Contractor shall enroll eligible individuals in the following order of priority:
 - 2.7.1. Pregnant individuals who inject drugs;
 - 2.7.2. Pregnant individuals;
 - 2.7.2.1. If the Contractor is unable to admit a pregnant individual to the needed level of care within 24 hours, the Contractor shall:
 - 2.7.2.1.1. Assist the individual with identifying alternative providers and accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and
 - 2.7.2.1.2. Provide interim services within 48 hours of the level of care determination until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:
 - 2.7.2.1.2.1. A minimum of one (1), 60-minute, individual or group outpatient session per week;
 - 2.7.2.1.2.2. Recovery support services, as appropriate; and
 - 2.7.2.1.2.3. Daily calls to the individual to assess and respond to any emergent needs.
 - 2.7.3. Individuals with dependent children;
 - 2.7.4. Individuals with a history of injection drug use;
 - 2.7.4.1. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider; and
 - 2.7.5. Individuals who require priority admission at the request of the Department.
- 2.8. The Contractor shall report information related to priority populations to the Department, in a format approved by the Department, on a monthly basis.

3. Scope of Services

3.1. Clinical Services

- 3.1.1. The Contractor shall adhere to their organization's clinical care manual that includes policies and procedures related to all clinical services provided, including, but not limited to screening, assessment, progress notes, continuing care decisions, and discharge.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B – Amendment #4**

- 3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through this Agreement.
- 3.1.3. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.
- 3.1.4. The Contractor shall provide the following SUD treatment services to eligible individuals, based on the ASAM 2013 criteria. If using ASAM 2023 criteria, the Contractor must follow guidance outlined by ASAM 2023 for the equivalent levels of care:
 - 3.1.4.1. **Individual Outpatient Treatment** as defined as ASAM Level 1 which includes up to eight (8) clinical service hours per week.
 - 3.1.4.2. **Group Outpatient Treatment** as defined as ASAM Level 1, which includes up to eight (8) clinical service hours per week.
 - 3.1.4.3. **Intensive Outpatient Treatment** as defined as ASAM Level 2.1, which includes nine (9) to 19 clinical service hours per week.
 - 3.1.4.4. **Partial Hospitalization**, as defined as ASAM Level 2.5, which includes a minimum of 20 clinical service hours per week.
 - 3.1.4.5. **High-Intensity Residential Treatment** (Effective through August 31, 2025), including all references to residential services and ASAM Level 3.5 hereinafter) as defined as ASAM Level 3.5, which shall include a minimum of 20 clinical service hours per week. The Contractor shall ensure a minimum total of 40 beds are available at this level of care.
 - 3.1.4.6. **Medically Monitored Inpatient Withdrawal Management** (Effective through August 31, 2025), including all references to Medically Monitored Inpatient Withdrawal Management services and ASAM Level 3.7 hereinafter) as defined as ASAM Level 3.7 (2013), which shall consist of a minimum of 20 clinical service hours per week. The Contractor shall ensure a minimum total of 27 beds are available at this level of care.
 - 3.1.4.7. **Integrated Medication Assisted Treatment Services** that provide for medication, prescription, and monitoring treatment for any individual being treated for SUD with an FDA approved medication. Integrated Medication Assisted Treatment Services are not defined by ASAM. The Contractor shall:
 - 3.1.4.7.1. Provide non-medical treatment services to individuals in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;
 - 3.1.4.7.2. Be responsible for coordination of care and meeting all requirements for the service provided; and
 - 3.1.4.8. Ensure services are integrated with other SUD treatment services and in accordance with federal guidelines.

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

EXHIBIT B – Amendment #4

- 3.1.5. The Contractor shall ensure clinical services are provided separately for youth and adults, unless otherwise approved by the Department. The Contractor shall ensure:
- 3.1.5.1. Youth and adults do not share the same residency space; and
 - 3.1.5.2. Communal spaces such as kitchens, group rooms, and recreation are used at separate times.
- 3.1.6. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and behaviors of which subsequent shift should be made aware.
- 3.1.7. The Contractor shall develop and submit a Program Closure Plan for High-Intensity Residential Treatment and Medically Monitored Inpatient Withdrawal Management programs, to the Department for review and approval no later than 10 days following the contract approval date. The Contractor shall ensure the Closure Plan includes:
- 3.1.7.1. A plan to transfer, discharge or refer all clients being served in the contracted programs being discontinued by the Contractor.
 - 3.1.7.2. A plan for the security and transfer of the client's records being served in the contracted programs being discontinued by the Contractor, including the consent of the client.
- 3.1.8. The Contractor shall arrange for the continued management of all client records for High-Intensity Residential Treatment and Medically Monitored Inpatient Withdrawal Management services, being discontinued by the Contractor. The Contractor shall:
- 3.1.8.1. Notify the department in writing of the address where records will be stored and specify the person managing the records.
 - 3.1.8.2. Arrange for storage of each record, for seven (7) years from the last date a client received services, through one or more of the following measures:
 - 3.1.8.2.1. Continue to manage the records and give written assurance to the Department that it will respond to authorized requests for copies of client records within 10 working days;
 - 3.1.8.2.2. Transfer records of clients who have given written consent to another service provider; or
 - 3.1.8.2.3. Enter into a limited service organization agreement with another entity to store and manage records.

3.2. Interim Services

- 3.2.1. The Contractor shall offer interim services to all individuals waiting for clinical services and ensure interim services include, but are not limited to:
- 3.2.1.1. Counseling and education about Human Immunodeficiency Virus (HIV) and Tuberculosis (TB), the risks of needle-sharing, the risks

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Substance Use Disorder Treatment and Recovery Support Services**

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of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

- 3.2.1.2. Referral for HIV or TB treatment services, if necessary.
- 3.2.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.
- 3.2.1.4. Relapse prevention and recovery support services.

3.3. Infectious Diseases

3.3.1. Human Immunodeficiency Virus

3.3.1.1. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

- 3.3.1.1.1. The provision of information;
- 3.3.1.1.2. Risk assessment; and
- 3.3.1.1.3. Intervention and risk reduction education.

3.3.2. Tuberculosis

3.3.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following TB services available to each individual receiving SUD treatment services:

- 3.3.2.1.1. Counseling with respect to TB;
- 3.3.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual; and
- 3.3.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.3.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.3.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

- 3.3.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected;
- 3.3.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including NH RSA 172:8-a, NH RSA 318-B:12, and 42 CFR part 2; and

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3.3.2.3.3. Providing case management to ensure individuals receive services.

3.3.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including NH RSA 172:8-a, NH RSA 318-B:12, and 42 CFR part 2.

3.4. Intake

3.4.1. The Contractor shall complete an intake screening for all individuals requesting services. The Contractor shall:

3.4.1.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes contact that is:

3.4.1.1.1. Face-to-face, in person;

3.4.1.1.2. Face-to-face, virtually and/or electronically; or

3.4.1.1.3. By telephone; and

3.4.1.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the Social Detox Screen within the Department-provided record system, or another social detox screening tool, as well as the ASAM Immediate Needs Profile, to determine the probability of the individual having a SUD and an estimate of the appropriate ASAM level of care.

3.4.2. The Contractor shall document the results of the screening in Department-provided record system for the individuals receiving services through this Agreement.

3.4.3. The Contractor shall assess income of each individual receiving services through this Agreement using the Fee Determination Form in Department-provided record system to determine the individual's cost share of service fees. The Contractor shall ensure:

3.4.3.1. Individuals with an income of at least 139% of the federal poverty level are subject to a percentage of the cost share;

3.4.3.2. Individuals with an income at or above 400% of the federal poverty guidelines are subject to the entire cost share;

3.4.3.3. The income assessment is administered within two (2) business days from the date of initial contact for services and reassessed minimum of monthly thereafter; and

3.4.3.4. Each income assessment and/or reassessment are signed by the individual and kept in the individual's record.

3.4.4. The Contractor shall ensure all attempts to contact the individual^s are documented in the individual's record or call log.

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3.5. Clinical Evaluation

- 3.5.1. The Contractor shall use clinical evaluations, conducted and completed by a licensed counselor, or an unlicensed counselor under the supervision of a licensed counselor, as identified in Section 2.1.2, to make level of care determinations and to develop initial treatment plans. The Contractor shall ensure clinical evaluations include:
 - 3.5.1.1. Diagnostic and Statistical Manual of Mental Disorders 5 (DSM-5 TR) diagnostic information;
 - 3.5.1.2. Complete biopsychosocial information; and
 - 3.5.1.3. A recommendation for an ASAM level of care that is completed by the Contractor, or by a referring agency less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.
- 3.5.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation are recorded in the individual's record within 72 hours after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.
- 3.5.3. The Contractor shall complete a new clinical evaluation for the individual, prior to admission, if:
 - 3.5.3.1. More than 30 days have passed since the referring provider completed the evaluation;
 - 3.5.3.2. The evaluation was conducted and completed by someone other than a licensed counselor, or unlicensed counselor under the supervision of a licensed counselor, as identified in Section 2.1.2;
 - 3.5.3.3. The evaluation did not include DSM 5 TR diagnostic information and a recommendation for a specific ASAM level of care; or
 - 3.5.3.4. An individual presents for admission to services without a completed evaluation.
- 3.5.4. If the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers, the Contractor shall assist the individual with accessing an evaluation through their local NH The Doorways program (Doorway/s), or other appropriate provider.
- 3.5.5. The Contractor shall provide SUD treatment services at the appropriate ASAM level of care, as determined by the individual's clinical evaluation, unless:
 - 3.5.5.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or
 - 3.5.5.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:
 - 3.5.5.2.1. A service with a lower intensity ASAM level of care;

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3.5.5.2.2. To be placed on the waitlist until a service with the assessed ASAM level of care becomes available; or

3.5.5.2.3. To be referred to another agency in the individual's service area that provides service with the indicated ASAM level of care.

3.5.6. If the level of care recommended by the clinical evaluation is available, and the individual is admitted to a different level of care, the Contractor shall document the reasoning for the admittance in the individual's record.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist of all individuals waiting for SUD treatment services under this Agreement and shall follow the requirements in Exhibit B-1, Amendment #4, of this Agreement regarding waitlists.

3.6.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation described above.

3.6.3. The Contractor shall provide the following reports to the Department upon request:

3.6.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.6.3.2. The average wait time for priority populations, identified in Section 2.3, by the type of service and payer source for the services.

3.7. Assistance Enrolling in Insurance Programs

3.7.1. The Contractor shall assist individuals, and/or their parents or legal guardians, who are unable to secure the financial resources necessary for initial entry into a SUD treatment program, to obtain other potential sources of payment within 14 days of admission, including enrollment in public or private insurance.

3.7.2. The Contractor shall document assistance provided with securing financial resources, or the individuals' refusal of assistance, in the individual's service record.

3.7.3. The Contractor shall track the length of time taken to enroll pregnant individuals in Medicaid and shall report that information to the Department upon request.

3.8. Use of Evidence-Based Practices

3.8.1. The Contractor shall ensure all services in this Agreement are provided:

3.8.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.8.1.1.1. The service is included as an evidence-based mental health and substance misuse intervention in the

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SAMHSA Evidence-Based Practices Resource Center;

- 3.8.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or
- 3.8.1.1.3. The service is based on a theoretical perspective that has validated research; and
- 3.8.1.2. In accordance with:
 - 3.8.1.2.1. ASAM Criteria;
 - 3.8.1.2.2. SAMHSA Treatment Improvement Protocols; and
 - 3.8.1.2.3. SAMHSA Technical Assistance Publications.
- 3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, initial contact; screening, intake, initial clinical evaluation/assessment, admission; and discharge.
- 3.8.3. The Contractor shall provide on-going assessments of mental health symptoms for individuals receiving services when and where clinically appropriate. The Contractor shall ensure mental health assessments are administered at the time of clinical evaluation/assessment and upon discharge, at a minimum.
- 3.8.4. The Contractor shall assess all individuals for withdrawal risk, when clinically appropriate, and at initial contact, screening, intake, initial clinical evaluation/assessment, and admission.

3.9. Treatment Planning

- 3.9.1. The Contractor shall ensure individualized treatment plans are completed for all individuals admitted for services, including transitional living services. The Contractor shall ensure all initial treatment plans:
 - 3.9.1.1. Are completed by a licensed counselor, or an unlicensed counselor under the supervision of a licensed counselor, as identified in Section 2.1.2;
 - 3.9.1.2. Are based on clinical evaluation data that addresses problems in all ASAM domains, justifying the individual's admittance to the current level of care;
 - 3.9.1.3. Are completed within 72 hours of admission to any residential level of care, and within three (3) sessions to any outpatient level of care;
 - 3.9.1.4. Identifies and documents:
 - 3.9.1.4.1. The individual's strengths and resources for achieving goals and objectives;
 - 3.9.1.4.2. Referrals to outside agencies for the purpose of achieving a specific goal or objective when the service cannot be provided through this Agreement;

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- 3.9.1.5. Include:
 - 3.9.1.5.1. The individual's involvement in identifying, developing, and prioritizing goals, objectives, and action steps;
 - 3.9.1.5.2. Treatment plan goals, objectives, and action steps written in terms that are S.M.A.R.T., which are:
 - 3.9.1.5.2.1. Specific, clearly defining what shall be done;
 - 3.9.1.5.2.2. Measurable, including clear criteria for progress and completion;
 - 3.9.1.5.2.3. Attainable, within the individual's ability to achieve;
 - 3.9.1.5.2.4. Realistic, the resources are available to the individual; and
 - 3.9.1.5.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable;
 - 3.9.1.6. Are signed by the individual and the counselor, agreeing to the treatment plan; or if applicable, documentation of the individual's refusal to sign the treatment plan; and
 - 3.9.1.7. If the individual is receiving services via telehealth only, the individual's verbal agreement to the treatment plan is documented in the individual's service record.
- 3.9.2. The Contractor shall collaborate with the individual receiving services to review their treatment plan, at the following minimum intervals, as identified by ASAM:
 - 3.9.2.1. All ASAM Level 1 programs: Every six (6) clinical sessions or every six (6) weeks, whichever is less frequent;
 - 3.9.2.2. ASAM Level 2.1 programs: Every 14 days;
 - 3.9.2.3. ASAM Level 2.5, Level 3.5, and Level 3.7 programs: Every seven (7) days;
 - 3.9.2.4. ASAM Level 3.1: Every 30 days; and
 - 3.9.2.5. Transitional living services: Every 30 days.
- 3.9.3. The Contractor shall amend treatment plans for all ASAM levels of care, and transitional living services, when:
 - 3.9.3.1. Changes are made in any ASAM domain;
 - 3.9.3.2. Goals have been met and problems have been resolved; or
 - 3.9.3.3. New goals and new problems have been identified.

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- 3.9.4. The Contractor shall ensure treatment plan amendments for all ASAM levels of care and transitional living services, or the progress note associated with an amendment, include a justification for:
 - 3.9.4.1. Continued treatment at the current level of care;
 - 3.9.4.2. Transfer from one level of care to another within the same agency; or
 - 3.9.4.3. Discharge from treatment at the agency.
- 3.9.5. The Contractor shall ensure the justification includes a minimum of one (1) of the following three (3) ASAM Continuing Service Criteria for continuing services:
 - 3.9.5.1. Continuing Service Criteria A: The individual is making progress but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward treatment goals;
 - 3.9.5.2. Continuing Service Criteria B: The individual is not yet making progress but has the capacity to resolve their issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; or
 - 3.9.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.
- 3.9.6. The Contractor shall ensure any treatment plan amendments are signed by the individual and the counselor, agreeing to the updates; or if applicable, documentation of the individual's refusal to sign the treatment plan; and if the individual is receiving services via telehealth only, documentation of the individual's verbal agreement to the treatment plan.
- 3.9.7. The Contractor shall track the individual's progress relative to specific goals and objectives in progress notes.

3.10. Coordination of Care

- 3.10.1. The Contractor shall utilize the Department's designated Closed Loop Referral system to connect individuals to health and social service providers, as appropriate.
- 3.10.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to NH RSA 172:8-a, NH RSA 318-B:12, and 42 CFR Part 2.

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- 3.10.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include:
- 3.10.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider;
 - 3.10.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider;
 - 3.10.3.3. MSUD as clinically appropriate, including medications for alcohol use disorder (AUD). The Contractor shall track the percentage of individuals with a diagnosis of AUD who were offered a referral to MSUD, and report the percentage to the Department on a quarterly basis; and
 - 3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, or the Contractor does not provide peer support services, the Contractor shall make an appropriate referral to one and coordinate care with that provider.
- 3.10.4. The Contractor shall coordinate individual services with the Department's Doorway contractors, as appropriate, including:
- 3.10.4.1. Ensuring timely admission of individuals to services;
 - 3.10.4.2. Completing initial clinical evaluations as needed; and
 - 3.10.4.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.
- 3.10.5. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.
- 3.10.6. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to the NH Division for Children, Youth, and Families and Probation and Parole.
- 3.10.7. The Contractor shall clearly document when the individual refuses any referrals or care coordination in the individual's service record.
- 3.10.8. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.
- 3.10.9. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.11. Transfer or Discharge

- 3.11.1. The Contractor shall identify the reason for transfer or discharge in the

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Program Enrollment section of the Department-provided record system, for each individual entered into the Department-provided record system, at the time of transfer or discharge from the program.

- 3.11.2. The Contractor shall ensure the counselor updates the ASAM assessment and amends the treatment plan when transferring an individual from one level of care to another within the same agency or when discharging the individual to another treatment provider.
- 3.11.3. The Contractor shall complete a transfer or discharge summary when an individual is being transferred to another level of care within the agency or discharged from treatment at the contracted agency. The Contractor shall ensure the transfer or discharge summary addresses all ASAM domains, including the process of transfer planning at the time of the individual's intake to the program, including transitional living services, and includes:
 - 3.11.3.1. Dates of admission, discharge, or transfer.
 - 3.11.3.2. Reason for admission.
 - 3.11.3.3. The individual's psychosocial substance misuse history and legal history.
 - 3.11.3.4. A summary of the individual's progress toward treatment goals.
 - 3.11.3.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 3.11.3.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 3.11.3.7. A continuing care plan, including all ASAM domains, with specific information regarding referrals or further treatment.
 - 3.11.3.8. The dated signature of the counselor completing the summary.
 - 3.11.3.9. At least one (1) of the following four (4) ASAM Transfer/Discharge Criteria and how the individual meets the requirement, including transitional living services:
 - 3.11.3.9.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated.
 - 3.11.3.9.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at

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another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated;

3.11.3.9.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve their problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.11.3.9.4. Transfer/Discharge Criteria D: -The patient has experienced an intensification of their problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.11.4. The Contractor shall ensure the discharge or transfer summary is completed no later than seven (7) days following an individual's discharge or transfer.

3.11.5. The Contractor shall discharge an individual from the Department-provided record system when they are no longer receiving services at the agency. The Contractor shall close the Episode in the Department-provided record system even if the individual is expected to return at a future date, including, after completing treatment at a different agency. The time frames for discharge from the Department-provided record system are as follows:

3.11.5.1. Individuals receiving outpatient services (individual outpatient, intensive outpatient, and partial hospitalization program), who have not received services in the past thirty (30) days shall be discharged by day 30. Upon the individual's return to treatment a new episode of care shall be started and all standard admission steps must be taken.

3.11.5.2. Individuals receiving residential services, who have not received services in the past 48 hours shall be discharged.

3.11.6. The Contractor shall ensure a new episode of care is started and all standard admission steps are completed for individuals returning for services after being discharged.

3.12. Individual and Group Education

3.12.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.12.1.1. SUD;

3.12.1.2. Relapse prevention;

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- 3.12.1.3. Hepatitis C Virus (HCV);
- 3.12.1.4. HIV;
- 3.12.1.5. Sexually Transmitted Diseases (STDs);
- 3.12.1.6. Infectious diseases associated with injection drug use;
- 3.12.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus; and
- 3.12.1.8. The relationship between nicotine use and substance use with other mental health disorders, if the individual uses nicotine.
- 3.12.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.
- 3.12.3. The Contractor shall maintain an outline of each educational session provided.

3.13. Tobacco-Free Environment

- 3.13.1. The Contractor shall ensure all facilities where services under this Agreement are provided are nicotine-free environments by having policies and procedures that apply to all staff, individuals receiving services, and visitors, that include but are not limited to:
 - 3.13.1.1. Prohibiting smoking of any nicotine product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices, including vaping devices;
 - 3.13.1.2. Prohibiting the use of nicotine products within the Contractor's facilities at any time;
 - 3.13.1.3. Prohibiting the use of nicotine in any Contractor-owned vehicle;
 - 3.13.1.4. Whether or not the use of nicotine products is prohibited outside of the facility on the grounds. If use of nicotine products is allowed outside of the facility on the grounds, the Contractor shall ensure:
 - 3.13.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;
 - 3.13.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;
 - 3.13.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and
 - 3.13.1.4.4. If the designated smoking area is not properly maintained, it shall be eliminated at the discretion of the Contractor; and

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3.13.1.5. Prohibiting nicotine use in personal vehicles when transporting individuals on authorized business.

3.13.2. The Contractor shall ensure the nicotine -free environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.13.3. The Contractor shall not use nicotine use, in and of itself, as grounds for discharging individuals from the services being provided under this Contract.

4. Electronic Record System

4.1. The Contractor shall use the Department-provided electronic health record system (EHRS) to record contact with individuals within three (3) days, unless otherwise stated in the guidance document(s). The Contractor shall utilize the Department-provided EHRS to record all NH Bureau of Drug & Alcohol Services (BDAS) individual interactions, including:

4.1.1. Determining individual eligibility;

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures; and

4.1.3. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the Department-provided EHRS information acknowledgement form and obtain the individual's signature on that form at the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the information acknowledgement is not entered into the EHRS and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contractor shall ensure services are provided to individuals who refuse to sign the information acknowledgement, despite not being able to enter that individual into the state provided EHRS. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the Department-provided EHRS is only used for individuals who are in a program that is funded by, or under the oversight of, the Department. The Contractor may use Department-provided EHRS to enter information for services not covered by this Agreement. Training may be provided by the contracted agency, with prior approval of the content by the Department, if the following conditions apply:


4.5.1. The Department has approved the Contractors' use of the Department-provided EHRS for this purpose;

4.5.2. The Contractor utilized the state provided EHRS for this purpose; and



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- 4.5.3. The Contractor does not have an alternative EHRS available for use.
- 4.6. The Contractor shall cease using the Department-provided EHRS for services not covered by this Agreement no later than 6/30/2027 and shall thereafter use a separate EHRS.
- 4.7. The Contractor shall cease utilizing the Department-provided EHRS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:
- 4.7.1. Individuals receiving Department -funded SUD treatment services,
 - 4.7.2. Individuals receiving services from Impaired Driver Care Management Programs; and
 - 4.7.3. Individuals receiving services from Impaired Driver Service Providers, regardless of funding source.
- 4.8. The Contractor may use their own EHRS, in addition to the Department-provided EHRS, to record and track other data not collected in the state provided EHRS, only if the Department is allowed access to the electronic health records (EHR) upon request, for services provided under this Agreement.
- 4.9. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in the state provided EHRS.
- 4.10. The Contractor shall follow all the instructions and requirements in the most current user guide for the EHRS, as provided by the Department.
- 4.11. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.
- 5. Telehealth**
- 5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:
- 5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility, or a remote site, approved by the Contractor;
 - 5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services; and
 - 5.1.3. The use of public facing applications, such as Facebook Live, Twitch, TikTok, or other similar video communication applications, is prohibited.
- 5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:
- 5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file;
 - 5.2.2. A provider is present with the individual(s) during the  use of

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telecommunication technology;

- 5.2.3. Only authorized users have access to any individually identifiable personal health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or electronic PHI (ePHI) that is shared or available through the telecommunication technology;
 - 5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States; and
 - 5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.
- 5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

- 6.1. The Contractor shall meet the following minimum staffing requirements, or request a waiver to the requirements, to provide the scope of work in this Agreement. Staffing levels must include:
- 6.1.1. A minimum of one (1) licensed supervisor, as identified in Section 2.1.2;
 - 6.1.2. Staffing ratios for the following:
 - 6.1.2.1. Individual Counseling: The ratio of individuals receiving services to licensed and unlicensed counselors, as identified in Section 2.1.2.1, who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:
 - 6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;
 - 6.1.2.1.2. Type of treatment provided;
 - 6.1.2.1.3. Composition of the individual population; and
 - 6.1.2.1.4. Availability of auxiliary services;
 - 6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one licensed counselor or unlicensed counselor, as identified in Section 2.1.2, present or no more than 16 individuals when that counselor is joined by a second licensed counselor, unlicensed counselor, CRSW or uncertified recovery support worker;
 - 6.1.2.3. Recovery Support Groups: No more than 12 individuals with one (1) NH CRSW present or no more than 16 individuals when that CRSW is joined by a second CRSW, or uncertified CRSW, licensed or unlicensed counselor, as identified in Section 2.1.2; and
 - 6.1.2.4. Milieu/Line Staff in Residential Treatment Programs: Ratios must be based upon the needs of the individuals, and the staff's ability

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to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals.

- 6.2. The Contractor shall actively seek to fill any open positions. Temporary staffing shortages are allowable, but not encouraged. Any temporary staffing shortages must be reported to Department in the quarterly contract compliance reports, as detailed in Section 9.7, and Contractor must be actively working to recruit new staff.
- 6.3. The Contractor shall notify Department in writing within one (1) month of hire when a new Administrator, Clinical Director, Executive Director, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.
- 6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.
- 6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.
- 6.6. The Contractor shall ensure student interns complete training on ethics, information security and confidentiality practices for handling PHI and SUD treatment records as safeguarded by NH RSA 172:8-a, NH RSA 318-B:12, and 42 CFR Part 2, as approved by the Department, prior to beginning their internship:
- 6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list that includes the intern's name, dates or attendance and topics of training to the Department, as requested.
- 6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including common areas, group rooms and classrooms.
- 6.9. The Contractor shall ensure written policies, required under this Agreement, are available for Department review, as requested.
- 6.10. The Contractor may request a waiver from the Department, in writing, for staffing requirements, if the requirements are inappropriate for the services provided, under this Agreement. The Contractor shall provide both clinical and safety justifications to the Department for approval when requesting exemption from any of the staffing requirements in this Agreement.
- 6.11. The Contractor shall ensure no licensed supervisor, as identified in Section 2.1.2.1, shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.
- 6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, is documented in all staff members' records, and meets the requirements of the individuals' license(s) or certification(s).

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- 6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. The training:
- 6.13.1. Must include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries and power dynamics; and appropriate information security and confidentiality practices for handling PHI and substance use disorder treatment records, as safeguarded by NH RSA 172:8-a, NH RSA 318-B:12, and 42 CFR Part 2;
 - 6.13.2. May be provided by the Contractor with prior content approval from the Department; and
 - 6.13.3. Must be completed within 60 days of hire and annually thereafter.
- 6.14. The Contractor shall provide in-service training to all staff providing SUD services under this Agreement within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date, and annually thereafter. The Contractor shall ensure in-service training topics are as follows:
- 6.14.1. Contract requirements;
 - 6.14.2. Policies and procedures provided by the Department;
 - 6.14.3. HCV;
 - 6.14.4. HIV; and
 - 6.14.5. TB.
- 6.15. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff that includes dates and topics of training, to the Department, as requested.

7. Provisions Applicable to Contractors Receiving State Opioid Response (SOR) Funding

7.1. SOR Guidelines:

- 7.1.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
- 7.1.2. The Contractor shall ensure all referrals of individuals to the Doorways are completed and documented in the individuals file, and available to the Department, as requested and as needed, for payment of invoices for services provided through SOR-funded initiatives.
- 7.1.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD).
- 7.1.4. The Contractor shall coordinate ongoing care for individuals with documented history, or current diagnoses, of OUD or StimUD, receiving services rendered from SOR funds, with the Doorways, and in accordance

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with 42 CFR Part 2.

- 7.1.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, provide, or treat patients with marijuana. The Contractor shall ensure:
- 7.1.5.1. Treatment in this context includes the treatment of opioid use disorder;
 - 7.1.5.2. Grant funds are not provided to any individual who, or organization that, provides or permits marijuana use for the purposes of treating substance use or mental health disorders; and
 - 7.1.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding that receive SOR funding.
- 7.1.6. If the Contractor is providing MSUD, the Contractor shall do so only with FDA-approved MSUD, which includes:
- 7.1.6.1. Methadone; and
 - 7.1.6.2. Buprenorphine products including:
 - 7.1.6.2.1. Single-entity buprenorphine products;
 - 7.1.6.2.2. Buprenorphine/naloxone tablets;
 - 7.1.6.2.3. Buprenorphine/naloxone films; and
 - 7.1.6.2.4. Buprenorphine/naloxone buccal preparations.
- 7.1.7. If the Contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 7.1.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:
- 7.1.8.1. Internal policies for the distribution of Fentanyl strips;
 - 7.1.8.2. Distribution methods and frequency; and
 - 7.1.8.3. Other key data as requested by the Department.
- 7.1.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:
- 7.1.9.1. Aligns with national industry standards; and
 - 7.1.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

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- 7.1.10. The Contractor shall accept individuals on MSUD and facilitate access to MSUD on-site, or through referrals, for all individuals supported with SOR funds, as clinically appropriate.
 - 7.1.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
 - 7.1.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.
 - 7.1.13. The Contactor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
- 7.2. Government Performance Results Act
- 7.2.1. The Contractor shall administer, or coordinate the administration of, the Government Performance Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010 required initial interview and associated follow-ups at six (6) months and discharge GPRA interview is completed. The Contractor shall ensure:
 - 7.2.2.1. Contact with each individual is attempted during a time when the individual would normally be available. Contact must be made in person, by telephone, or by an alternative method approved by the Department, according to the following guidelines:
 - 7.2.2.1.1. If the first contact attempt is not successful, a second contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the first attempt;
 - 7.2.2.1.2. If the second contact attempt is not successful, a third contact attempt must be made no sooner than two (2) business days and no later than three (3) business days after the second attempt;
 - 7.2.2.2. Each successful contact must include:
 - 7.2.2.2.1. Inquiries on the status of each individual's recovery and experience with their external service provider;
 - 7.2.2.2.2. Identification of individual needs;
 - 7.2.2.2.3. Assistance to the individual to address identified needs; and
 - 7.2.2.2.4. Early intervention for individuals who have resumed use;



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- 7.2.2.3. When the aforementioned follow-up interview results in a determination that the individual is at risk of self-harm, the Contractor must proceed in alignment with their crisis response policies and procedure; and
- 7.2.2.4. All efforts to contact individuals are clearly documented in a manner approved by the Department.
- 7.2.3. The Contractor shall ensure the GPRA interviews are attempted at the following intervals:
 - 7.2.3.1. At the time of intake or no later than seven (7) calendar days after the Individual enters into treatment services;
 - 7.2.3.2. No later than six (6) months post intake into treatment services. The window for this interview opens five (5) months after the intake interview; and
 - 7.2.3.3. Upon discharge from the initially referred service.
- 7.2.4. The Contractor shall ensure completed GPRA data is entered into the Department determined administrative software, at a minimum of the following intervals:
 - 7.2.4.1. At the time of intake or no later than seven (7) calendar days after the GPRA interview is conducted;
 - 7.2.4.2. Six (6) months post intake into Doorway services; and
 - 7.2.4.2.1. Upon discharge from the initially referred service.
- 7.2.5. The Contractor shall document any loss of contact in the Department-approved administrative software system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.
- 7.2.6. The Contractor shall ensure contingency management strategies are utilized to increase engagement in follow-up GPRA interviews. Contingency management strategies may include but are not limited to gift cards provided to individuals for follow-up participation at each follow-up interview. The Contractor must ensure gift cards do not exceed \$30 in value and are not used to incentivize participation in treatment.

8. Reporting Requirements within the Department-provided record system

- 8.1. The Contractor shall report individual demographic data in the Department-provided record system for all individuals in section 2.2 of this Agreement as specified in the current Department-provided record system User Guide.
- 8.2. The Contractor shall report individual National Outcome Measures (NOMS) data in the Department-provided record system for all individuals receiving services under this Agreement, as follows:
 - 8.2.1. All individuals at admission; and
 - 8.2.2. All individuals upon discharge.

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- 8.3. The Contractor shall report all data for individuals receiving services under this Agreement that are necessary for calculation of the following performance measures in the Department-provided record system, and as specified in its User Guide:
- 8.3.1. Initiation: Percentage of individuals accessing services within 14 days of initial contact;
 - 8.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;
 - 8.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
 - 8.3.4. Treatment Completion: Percentage of individuals completing treatment; and
 - 8.3.5. National Outcome Measures:
 - 8.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use on the date of discharge compared to the date of first service;
 - 8.3.5.2. Increase in/no change in the number of individuals employed or in school on the date of the last service compared to the date of the first service;
 - 8.3.5.3. Reduction in/no change in the number of individuals arrested in past 30 days from the date of the first service to the date of the last service;
 - 8.3.5.4. Increase in/no change in the number of individuals that have stable housing at the date of the last service compared to the date of the first service; and
 - 8.3.5.5. Increase in/no change in the number of individuals participating in community support services at the date of the last service compared to the date of the first service.
- 8.4. The Contractor shall report all other data, as specified in the Department-provided record system User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.
- 8.5. The Contractor shall report the number of individuals with an alcohol use disorder who were referred for MSUD, as described in Section 3.10.3.3., to the Department on a quarterly basis.
- 8.6. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined, and as requested, by the Department.
- 8.7. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined, and as requested, by the Department.
- 8.8. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible, and no more than 24 hours following the incident.

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- 8.9. The Contractor shall notify the Department in writing of all media contacts as soon as possible, and no more than 24 hours following the incident.
- 8.10. The Contractor shall report sentinel events in accordance with RSA 126-A:4,IV
- 8.11. The Contractor shall refer to the current Department-provided record system User Guide for guidance on NOMS and other data reporting requirements.

9. Performance Measures

- 9.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected contractor performance:
 - 9.1.1. Initiation: Percentage of individuals accessing services within 14 days;
 - 9.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of admission to the appropriate level of care;
 - 9.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of admission to the appropriate level of care;
 - 9.1.4. Treatment completion: Percentage of individuals completing treatment; and
 - 9.1.5. NOMS, as detailed in Section 9.3: The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:
 - 9.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different DEPARTMENT contracted SUD treatment provider);
 - 9.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service;
 - 9.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service;
 - 9.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service; and
 - 9.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 9.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.
 - 9.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
 - 9.2.2. The Department may identify expectations for active and ^{DS}regular

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collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested, and in a format specified, by the Department.

- 9.3. The Contractor shall participate in all quality improvement activities, as directed and requested by the Department, including, but not limited to:
 - 9.3.1. Electronic and in-person individual record reviews.
 - 9.3.2. Site visits.
 - 9.3.3. Training and technical assistance activities.
- 9.4. The Contractor shall monitor and manage the utilization rates of its services at all ASAM levels of care to ensure services are offered at a consistently high quality throughout the term of the contract. To maintain a consistently high quality of service and adequate capacity for SUD treatment and recovery support services statewide, the Contractor shall actively monitor its capacity, staffing levels, and resources to consistently and evenly deliver these services.
- 9.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 9.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.
- 9.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10. Audit Requirements

- 10.1. The Contractor is required to submit an annual financial audit to the Department if **any** of the following conditions exist:
 - 10.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 10.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. If Condition A exists, the Contractor must submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department 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.
- 10.3. 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.

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- 10.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 10.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor must be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
- 10.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings that addresses any and all findings.
- 10.7. The Contractor must ensure the corrective action plan uses SMART (specific, measurable, achievable, relevant, and time-bound) goals and objectives, and includes:
 - 10.7.1. The action(s) that shall be taken to correct each deficiency;
 - 10.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.7.3. The specific steps and timeline for implementing the actions above;
 - 10.7.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness.

11. Background Checks

- 11.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 11.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 11.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 11.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

12. Confidential Data

- 12.1. 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.



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- 12.2. 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.

13. Privacy Impact Assessment

- 13.1. 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:
- 13.1.1. How PII is gathered and stored;
 - 13.1.2. Who will have access to PII;
 - 13.1.3. How PII will be used in the system;
 - 13.1.4. How individual consent will be achieved and revoked; and
 - 13.1.5. Privacy practices.
- 13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

14. Department Owned Devices, Systems and Network Usage

- 14.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
- 14.1.1. 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;
 - 14.1.2. 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;
 - 14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, ^{reiff} or

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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;

- 14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 14.1.7. 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."
- 14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 14.1.9. Agree when utilizing the Department's email system:
 - 14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 14.1.9.3. 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."
- 14.1.10. 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:
 - 14.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 14.1.10.2. 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.

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- 14.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 14.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 14.1.12. 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.

15. Contract End-of-Life Transition Services

15.1. General Requirements

- 15.1.1. 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.
- 15.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 15.1.3. 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.
- 15.1.4. 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.

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- 15.1.5. 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.
- 15.1.6. 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.
- 15.2. Completion of Transition Services
 - 15.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 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 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 15.3. Disagreement over Transition Services Results
 - 15.3.1. 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 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.

16. Exhibits Incorporated

- 16.1. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
- 16.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 16.3. 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 I, Business Associate Agreement, which has been executed by the parties.

17. Additional Terms

17.1. Impacts Resulting from Court Orders or Legislative Changes

- 17.1.1. 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

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State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

17.2.1. The Contractor must submit:

17.2.1.1. 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.

17.2.1.2. A written attestation, within 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 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

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

17.3. Credits and Copyright Ownership

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

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

17.3.3. 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.

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

17.4. Operation of Facilities: Compliance with Laws and Regulations

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

17.5. Eligibility Determinations

17.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

17.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

18. Records

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

18.1.1. 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.

18.1.2. 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.

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

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- 18.1.4. Medical records on each patient/recipient of services.
- 18.2. 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.
- 18.3. 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.

19. Maintenance of Fiscal Integrity

- 19.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:
 - 19.1.1. Balance Sheet for the Contractor's entire organization including all related parties;
 - 19.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:
 - 19.1.2.1. All revenue sources and expenditures; and
 - 19.1.2.2. A budget column allowing for budget to actual analysis;
 - 19.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:
 - 19.1.3.1. All revenue sources and all related expenditures for the Program; and
 - 19.1.3.2. A budget column allowing for budget to actual analysis; and
 - 19.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.
- 19.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 19.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:
 - 19.3.1. Days of Cash on Hand:
 - 19.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 19.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature

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within three (3) months and should not include common stock.

19.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

19.3.2. Current Ratio:

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

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

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

19.3.3. Debt Service Coverage Ratio:

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

19.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

19.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

19.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

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

19.3.4. Net Assets to Total Assets:

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

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

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

19.3.4.4. Source of Data: The Contractor's monthly financial statements.

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

19.3.5. Operating Surplus:

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- 19.3.5.1. Rationale: The Contractor requires a surplus for fiscal sustainability including covering short-term and long-term liabilities.
 - 19.3.5.2. Definition and Formula: The difference between operating revenue and operating expenses.
 - 19.3.5.3. Source of Data: The Contractor's Year-to-Date financial statements.
 - 19.3.5.4. Performance Standard: The Contractor must maintain an operating surplus.
- 19.4. If the Contractor does not meet either:
- 19.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or
 - 19.4.2. The Operating Surplus Performance Standard for three (3) consecutive months; or
 - 19.4.3. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:
 - 19.4.3.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or
 - 19.4.3.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.
- 19.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:
- 19.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.
- 19.6. The Contractor must inform the Department by phone and by email within 24 hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.



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Operational Requirements

1. All references to High-Intensity Residential Treatment; residential services; Medically Monitored Inpatient Withdrawal Management; ASAM Level 3.5; and ASAM Level 3.7 are **effective through August 31, 2025.**
2. **Requirements for Organizational or Program Changes**
 - 2.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in ownership, mergers, asset sales for more than half of the company's assets, sale of a controlling share of the company's voting securities, change of more than 50% of the board of directors, physical location, or name.
 - 2.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.
3. **Inspections, Enforcement, Remedies, & Plans of Correction**
 - 3.1. The Contractor shall comply with all provisions of this Agreement and submit any requested changes, including service provision and/or number of beds provided, in writing, to the Department for review and approval. All Department approved changes, with the exception of adjusting budget line items as described in Exhibit C, must be approved by the Governor and Executive Council through a contract amendment, as required by paragraph 18, Amendment, of the General Provisions, Form P-37.
 - 3.2. The Contractor shall allow any Department representative to be admitted on the premises, at any time, to inspect the facility; all programs and services provided through this Agreement; and any records required by this Agreement.
 - 3.3. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination, of the General Provisions, Form P-37, the Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The notice of deficiencies will identify each deficiency and the specific proposed remedy(ies), which may include, but are not limited to:
 - 3.3.1. The requirement of the Contractor to develop and submit a Plan of Correction (POC) to the Department within 21 days of receipt of a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC:
 - 3.3.1.1. Achieves compliance with contract requirements;
 - 3.3.1.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies;
 - 3.3.1.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.1.4. Provides specific and discrete project goals for POC completion, including, but not limited to:
 - 3.3.1.4.1. Steps to be taken to correct each deficiency.
 - 3.3.1.4.2. Measures that will be put in place.

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- 3.3.1.4.3. System changes to be made to ensure that the deficiency does not recur.
 - 3.3.1.4.4. The date by which each deficiency will be corrected.
 - 3.3.2. A Department-directed POC, specifying the corrective action steps to be taken by the Contractor. The Contractor will receive a department-directed POC with the notice of deficiencies when:
 - 3.3.2.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.
 - 3.3.2.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.3.2.3. The revised POC from Section 2.4.1 is rejected by the Department; or
 - 3.3.2.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
 - 3.4. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.4.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.4.2. Ensure the revised POC complies with POC standards identified above.
 - 3.5. The Contractor shall, upon request, admit and allow the Department access to the premises and records related to the Department-accepted and/or Department-directed POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but are not limited to:
 - 3.5.1. Review of materials submitted by the Contractor;
 - 3.5.2. Follow-up inspection; or
 - 3.5.3. Review of compliance during the next scheduled inspection.
- 4. Duties and Responsibilities**
- 4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.
 - 4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
 - 4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:
 - 4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

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- 4.4. The Contractor shall ensure the following documents are posted in a public area:
- 4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per NH RSA 172:8-a, NH RSA 318-B:12, and 42 CFR Part 2; and
 - 4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.
- 4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.
- 4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.
- 4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention "Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings", November 2023, for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.
- 4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.
- 4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:12
- 4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.
- 4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:
- 4.11.1. A reception area separate from living and treatment areas;
 - 4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.11.3. Secure storage of active and closed confidential individual records; and
 - 4.11.4. Separate and secure storage of toxic substances.
- 4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.
- 4.13. The Contractor shall develop, implement, and maintain specific policies, including:
- 4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;
 - 4.13.2. Progressive discipline, leading to administrative discharge;
 - 4.13.3. Reporting and appealing staff grievances;

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- 4.13.4. Alcohol and other drug use while in treatment;
- 4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Scope of Services;
- 4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 4.13.7. Holding an individual's possessions;
- 4.13.8. Secure storage of staff medications;
- 4.13.9. Medication belonging to individuals receiving services;
- 4.13.10. Urine specimen collection, as applicable, that:
 - 4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and
 - 4.13.10.2. Minimizes falsification;
- 4.13.11. Safety and emergency procedures on:
 - 4.13.11.1. Medical emergencies;
 - 4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.13.11.3. Reporting injuries;
 - 4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and
 - 4.13.11.5. Emergency closings.
- 4.13.12. The Contractor shall develop, implement and maintain procedures for:
 - 4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.13.12.2. Quality assurance and improvement.

5. Collection of Fees

- 5.1. The Contractor shall maintain procedures regarding collections from individuals for fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and
- 5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission.

6. Screening and Denial of Services

- 6.1. The Contractor shall maintain a record of all individual screenings, including:
 - 6.1.1. The individual's name and/or unique identifier;

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- 6.1.2. The individual's referral source;
- 6.1.3. The date of initial contact from the individual or referring agency;
- 6.1.4. The date of screening; and
- 6.1.5. The result of the screening, including the reason for denial of services if applicable.
- 6.2. The Contractor shall record all referrals to and coordination with New Hampshire's The Doorways program and other interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:
 - 6.2.1. Record all contact with the individual between screening and removal from the waitlist; and
 - 6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.
- 6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:
 - 6.3.1. Inform the individual of the reason for the denial of service(s); and
 - 6.3.2. Assist the individual in identifying and accessing appropriate available treatment.
- 6.4. The Contractor shall not deny services to an individual solely because the individual:
 - 6.4.1. Previously left treatment against the advice of staff;
 - 6.4.2. Relapsed from an earlier treatment;
 - 6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 6.4.4. Has been diagnosed with a mental health disorder.
- 6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. Staffing Requirements

- 7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
- 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

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- 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to conduct a criminal record check.
- 7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee.
- 7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals; violation of shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
- 7.2.4. Waiver of the criminal background check, granted by the Department, for good cause shown.
- 7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:
 - 7.3.1. Do not violate the criminal background standards established by 7.2.3 above, unless waived by the Department for good cause shown;
 - 7.3.2. Are licensed, registered or certified as required by state statute and as applicable;
 - 7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:
 - 7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;
 - 7.3.3.3. Federal and state confidentiality requirements;
 - 7.3.3.4. Grievance procedures;
 - 7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;
 - 7.3.3.6. Topics covered by both the administrative and personnel manuals;
 - 7.3.3.7. The Contractor's infection prevention program;
 - 7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and
 - 7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F:46 and RSA 169-C:29; and

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- 7.3.4. Sign and date documentation that they have taken part in an orientation as described above;
- 7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:
 - 7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.
- 7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB, or a positive skin test, have a TB symptomatology screening test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:
 - 7.6.1. A completed application for employment or a resume;
 - 7.6.2. Identification data;
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;



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- 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
- 7.6.6. A signed and dated record of orientation as required above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in a relevant health care field and CPR certification, if applicable;
- 7.6.8. Records and results of screening for communicable diseases as required above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education, as required above, that includes dates of completion and signatures of staff;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, confidentiality requirements, training, and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment, and is then executed annually thereafter, stating that the individual:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation, or poses a threat to the health, safety or well-being of any individual; and
 - 7.6.13.3. Has not had a finding by the Department, or any other administrative agency in NH, or any other state, for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers, as applicable.
- 7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and has been granted a waiver by the Department, so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

- 8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.
- 8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.
- 8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 40 hours of direct contact with individuals receiving services;

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- 8.4. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employees' needs, experience and skill levels;
- 8.5. The Contractor shall ensure supervision includes:
 - 8.5.1. Review of case records;
 - 8.5.2. Observation of interactions with individuals receiving services;
 - 8.5.3. Skill development; and
 - 8.5.4. Review of case management activities;
- 8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and
- 8.7. The Contractor shall ensure staff who are licensed or certified shall receive supervision in accordance with the requirements of their licensure.

9. Orientation for Individuals Receiving Services

- 9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:
 - 9.1.1. Rules, policies, and procedures of the program and facility;
 - 9.1.2. Requirements for successfully completing the program;
 - 9.1.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Progress notes

- 10.1. The Contractor shall ensure progress notes are completed for each individual, group, family treatment, or education session.
- 10.2. The Contractor shall ensure progress notes include, but are not limited to:
 - 10.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as applicable, as they relate to the current treatment plan;
 - 10.2.2. Assessments, including progress, evaluation of any interventions, and any obstacles or barriers; and
 - 10.2.3. Plans, including tasks to be completed between sessions and objectives for the next session.

11. Discharge

- 11.1. The Contractor shall discharge an individual from a program for the following reasons:

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- 11.1.1. Program completion or transfer based on changes in the individual's functioning relative to the American Society of Addiction Medicine Criteria published in October 2013, (ASAM):
- 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program; and
 - 11.1.2.3. The individual leaving the program before completion against advice of treatment staff;
- 11.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 11.2. The Contractor shall forward copies of all the relevant patient and treatment information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual seeking treatment.
- 11.3. The Contractor shall ensure the counselor and case manager meet with the individual prior to discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
 - 11.3.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.3.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.3.3. Assists the individual in making contact with other agencies or services.
- 11.4. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 11.5. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
 - 11.5.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 11.5.2. The individual is non-compliant with prescription medications;
 - 11.5.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.5.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 11.6. The Contractor shall ensure individuals are offered the opportunity to create a continuing care plan to receive services at another substance use treatment agency, prior to being administratively discharged.

12. Individual Service Record System

- 12.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

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- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the relevant client information;
- 12.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K, DHHS Information Security Requirements;
- 12.1.5. Up-to-date, including notes on the most recent contact interactions; and
- 12.1.6. Accessible to the Department upon request.

13. Medication Services

- 13.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. The Contractor shall ensure all prescription medications brought by an individual to the program are in their original containers and legibly display the following information:
 - 13.2.1. The individual's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 13.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:
 - 13.4.1. All medications are kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel.
- 13.5. The Contractor shall ensure medication belonging to staff members are only accessible to staff members and are stored separately from medications belonging to individuals receiving services.



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- 13.6. The Contractor shall ensure over-the-counter medications brought into the program by individuals receiving services are:
- 13.6.1. In original, unopened containers;
 - 13.6.2. Are stored in accordance with this Exhibit B-1 section 13.4.1;
 - 13.6.3. Are marked with the name of the individual using the medication; and
 - 13.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 13.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:
- 13.7.1. Remind the individual to take the correct dose of their medication at the correct time;
 - 13.7.2. May open the medication container but do not physically handle the medication itself in any manner;
 - 13.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication; and
 - 13.7.4. Document each medication taken in an individual's medication log, which includes:
 - 13.7.4.1. The medication name, strength, dose, frequency and route of administration;
 - 13.7.4.2. The date and the time the medication was taken;
 - 13.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
 - 13.7.4.4. The reason for any medication refused or omitted, as applicable.
- 13.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

14. Notice of Rights for Individuals Receiving Services

- 14.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and format, both verbally and in writing. The Contractor shall ensure:
- 14.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 14.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
 - 14.1.3. Initial and annual notifications of individual rights are documented in the individual's record.



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14.2. The Contractor shall ensure every program within the service delivery system posts a notice of the individual rights, per Section 14.2.3 below, as follows:

14.2.1. The notice is continually posted in an area accessible by all;

14.2.2. The notice is presented in clear, understandable language and forms; and

14.2.3. Each program and residence has, on the premises, complete copies of the rules pertaining to individual rights that are available for individual review.

15. Fundamental Rights of Individuals Receiving Services

15.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights

16.1. The Contractor shall ensure individuals, who are applicants for services or are receiving services, are treated by program staff with dignity and respect at all times.

16.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

16.2.3. Freedom from personal or financial exploitation.

16.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

17. Client Confidentiality

17.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

17.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than \$0.25 per page thereafter, after review of the record.

17.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

17.3.1. The minor's signature alone authorizes a disclosure; and

17.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

18. Grievances of Individuals Receiving Services

18.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

18.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

19. Treatment Rights

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- 19.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised to address the individual's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;
 - 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment, including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the individual;
 - 19.1.8. The right to be informed of all significant risks, benefits, side effects, and alternative treatment and services, and to give consent to any treatment, placement, or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
 - 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
 - 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
 - 19.1.11. The right to voluntary placement, including the right to:



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- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence, including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the individual's own expense, the consultative services of private physicians, psychologists, LADCs, and other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making, including guardian, representative, attorney, family member, advocate, or consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.
- 19.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.
- 19.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.
- 19.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:
 - 19.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;
 - 19.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program requests a copy of the guardianship order from the guardian;
 - 19.4.4. The order is kept in the individual's record at the program;

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- 19.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;
- 19.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and
 - 19.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 19.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 19.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 19.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and
- 19.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

20. Termination of Services

- 20.1. The Contractor shall terminate an individual from services if the individual:
 - 20.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) provided;
 - 20.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.
- 20.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:
 - 20.2.1. Identifies the effective date of termination;
 - 20.2.2. Lists the clinical or managerial reasons for termination; and
 - 20.2.3. Explains the individual's right to appeal and the appeals process.
- 20.3. The Contractor shall document in the service record of an individual who has been terminated that:

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- 20.3.1. The individual has been notified of the termination; and
- 20.3.2. The termination has been approved by the program administrator.
- 20.4. The Contractor shall ensure policies governing individual behavior within a residential treatment program are developed, implemented, and available to the Department as requested. The Contractor shall ensure:
 - 20.4.1. Individuals are informed of any house policies upon admission to the residence.
 - 20.4.2. House policies are posted and such policies shall conform with this section.
 - 20.4.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.
 - 20.4.4. Development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:
 - 20.4.4.1. Upon the individual's admission to the program; and
 - 20.4.4.2. If probable cause exists, including such proof as:
 - 20.4.4.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 20.4.4.2.2. Showing physical signs of intoxication or withdrawal.

21. State and Federal Requirements

- 21.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to improve the Contractor's compliance.
- 21.2. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).
- 21.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 21.3.1. Within seven (7) days of reaching 90% capacity, the program shall notify the Department that 90% capacity has been reached.
 - 21.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 21.3.2.1. 14 days after making the request; or
 - 21.3.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

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- 21.3.3. The program has established a waitlist that includes a unique patient identifier for each injection drug user seeking treatment, including individuals receiving interim services while awaiting admission.
- 21.3.4. The program has a mechanism that enables it to:
 - 21.3.4.1. Maintain contact with individuals awaiting admission;
 - 21.3.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and
 - 21.3.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 21.3.4.3.1. Individuals cannot be located for admission into treatment; or
 - 21.3.4.3.2. Individuals refuse treatment
- 21.3.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 21.3.6. The program has procedures for:
 - 21.3.6.1. Selecting, training, and supervising outreach workers.
 - 21.3.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
 - 21.3.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 21.3.6.4. Recommending steps to prevent communicable diseases.
- 21.3.7. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
 - 21.3.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 21.3.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 21.3.7.3. A physician makes a determination that the following conditions have been met:
 - 21.3.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact;

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- 21.3.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program;
- 21.3.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning;
- 21.3.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice; and
- 21.3.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 21.3.8. The program does not expend SAPT Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 21.3.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 21.3.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 21.3.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 21.3.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 21.3.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 21.3.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
 - 21.3.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and
 - 21.3.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 21.3.15. The Contractor shall comply with all relevant state and federal laws such as, but not limited to:
 - 21.3.15.1. The Contractor shall, upon the direction of the Department, provide court-ordered evaluations and charge a sliding rate fee

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based on the scale in Exhibit C, Payment Terms. The Contractor shall then submit the court-ordered evaluation to the authorized requestor and shall, upon the direction of the Department, offer treatment to those individuals.

21.3.15.2. The Contractor shall comply with the legal requirements governing human subjects research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

Exhibit C-15, SUD Treatment Services Budget
Amendment #4

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

Provider Name: Manchester Alcohol Rehabilitation Center, Inc.

SUD Treatment &
Budget Request for: Recovery Support Svcs

Service: Outpatient Services

Budget Period: 7/1/25-6/30/26

Line Item	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 741,699.00	\$ 111,257.00	\$ 852,956.00	\$ 443,460.00	\$ 66,521.00	\$ 509,981.00	\$ 298,239.00	\$ 44,736.00	\$ 342,975.00
2. Employee Benefits	\$ 200,206.00	\$ 30,030.00	\$ 230,236.00	\$ 119,703.00	\$ 17,965.00	\$ 137,668.00	\$ 60,503.00	\$ 12,075.00	\$ 72,578.00
3. Consultants	\$ 23,904.00	\$ 3,586.00	\$ 27,490.00	\$ 14,292.00	\$ 2,144.00	\$ 16,436.00	\$ 9,812.00	\$ 1,442.00	\$ 11,054.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 917.00	\$ 137.00	\$ 1,054.00	\$ 548.00	\$ 82.00	\$ 630.00	\$ 369.00	\$ 55.00	\$ 424.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 4,111.00	\$ 817.00	\$ 4,928.00	\$ 4,111.00	\$ 617.00	\$ 4,728.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 9,204.00	\$ 1,380.00	\$ 10,584.00	\$ 5,503.00	\$ 825.00	\$ 6,328.00	\$ 3,701.00	\$ 555.00	\$ 4,256.00
6. Travel	\$ 182.00	\$ 27.00	\$ 209.00	\$ 182.00	\$ 27.00	\$ 209.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 173,040.00	\$ 25,956.00	\$ 198,996.00	\$ 103,461.00	\$ 15,519.00	\$ 118,980.00	\$ 69,579.00	\$ 10,437.00	\$ 80,016.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,097.00	\$ 314.00	\$ 2,411.00	\$ 1,254.00	\$ 188.00	\$ 1,442.00	\$ 843.00	\$ 128.00	\$ 969.00
Postage	\$ 155.00	\$ 23.00	\$ 178.00	\$ 93.00	\$ 14.00	\$ 107.00	\$ 62.00	\$ 9.00	\$ 71.00
Subscriptions	\$ 35.00	\$ 5.00	\$ 40.00	\$ 21.00	\$ 3.00	\$ 24.00	\$ 14.00	\$ 2.00	\$ 16.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,916.00	\$ 288.00	\$ 2,204.00	\$ 1,148.00	\$ 172.00	\$ 1,318.00	\$ 770.00	\$ 116.00	\$ 886.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 11,298.00	\$ 1,694.00	\$ 12,992.00	\$ 6,755.00	\$ 1,013.00	\$ 7,768.00	\$ 4,543.00	\$ 681.00	\$ 5,224.00
10. Marketing/Communications	\$ 1,985.00	\$ 295.00	\$ 2,280.00	\$ 1,175.00	\$ 176.00	\$ 1,351.00	\$ 790.00	\$ 119.00	\$ 909.00
11. Staff Education and Training	\$ 2,713.00	\$ 407.00	\$ 3,120.00	\$ 1,622.00	\$ 243.00	\$ 1,865.00	\$ 1,091.00	\$ 164.00	\$ 1,255.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assistance to Individuals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hiring	\$ 3,119.00	\$ 466.00	\$ 3,586.00	\$ 2,621.00	\$ 393.00	\$ 3,014.00	\$ 497.00	\$ 75.00	\$ 572.00
Compliance	\$ 7,868.00	\$ 1,180.00	\$ 9,048.00	\$ 7,868.00	\$ 1,180.00	\$ 9,048.00	\$ -	\$ -	\$ -
Bank Fees & Miscellaneous	\$ 618.00	\$ 93.00	\$ 711.00	\$ 370.00	\$ 56.00	\$ 426.00	\$ 248.00	\$ 37.00	\$ 285.00
Mortgage Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,185,046.00	\$ 177,757.00	\$ 1,362,803.00	\$ 714,185.00	\$ 107,128.00	\$ 821,313.00	\$ 470,861.00	\$ 70,629.00	\$ 541,490.00

Indirect As A Percent of Direct

15.0%

15.0%

15.0%

DS
CK

CONTRACTOR INITIALS

6/11/2025

DATE

Exhibit C-16, Residential Services Budget
Amendment #4

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

Provider Name: Manchester Alcohol Rehabilitation Center, Inc.

SUD Treatment &
Budget Request for: Recovery Support Svcs

Service: Residential Services

Budget Period: 7/1/25-3/31/26

Line Item	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 443,542.00	\$ 68,535.00	\$ 510,077.00	\$ 214,954.00	\$ 32,245.00	\$ 247,199.00	\$ 228,588.00	\$ 34,290.00	\$ 262,878.00
2. Employee Benefits	\$ 125,215.00	\$ 18,782.00	\$ 143,997.00	\$ 60,563.00	\$ 9,102.00	\$ 69,785.00	\$ 64,532.00	\$ 9,680.00	\$ 74,212.00
3. Consultants	\$ 66,200.00	\$ 9,930.00	\$ 76,130.00	\$ 32,082.00	\$ 4,812.00	\$ 36,894.00	\$ 34,118.00	\$ 5,118.00	\$ 39,236.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 200.00	\$ 30.00	\$ 230.00	\$ 97.00	\$ 15.00	\$ 112.00	\$ 103.00	\$ 15.00	\$ 118.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 17,281.00	\$ 2,592.00	\$ 19,873.00	\$ 17,281.00	\$ 2,592.00	\$ 19,873.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,040.00	\$ 766.00	\$ 5,786.00	\$ 2,443.00	\$ 366.00	\$ 2,809.00	\$ 2,597.00	\$ 390.00	\$ 2,987.00
6. Travel	\$ 40.00	\$ 8.00	\$ 48.00	\$ 40.00	\$ 6.00	\$ 46.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 64,844.00	\$ 9,742.00	\$ 74,666.00	\$ 31,474.00	\$ 4,721.00	\$ 36,195.00	\$ 33,470.00	\$ 5,021.00	\$ 38,491.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 980.00	\$ 147.00	\$ 1,127.00	\$ 475.00	\$ 71.00	\$ 546.00	\$ 505.00	\$ 78.00	\$ 581.00
Postage	\$ 40.00	\$ 6.00	\$ 46.00	\$ 19.00	\$ 3.00	\$ 22.00	\$ 21.00	\$ 3.00	\$ 24.00
Subscriptions	\$ 640.00	\$ 97.00	\$ 737.00	\$ 310.00	\$ 47.00	\$ 357.00	\$ 330.00	\$ 50.00	\$ 380.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,204.00	\$ 180.00	\$ 1,384.00	\$ 583.00	\$ 87.00	\$ 670.00	\$ 621.00	\$ 93.00	\$ 714.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 3,976.00	\$ 598.00	\$ 4,572.00	\$ 1,927.00	\$ 280.00	\$ 2,218.00	\$ 2,049.00	\$ 307.00	\$ 2,366.00
10. Marketing/Communications	\$ 68.00	\$ 10.00	\$ 76.00	\$ 32.00	\$ 5.00	\$ 37.00	\$ 34.00	\$ 5.00	\$ 39.00
11. Staff Education and Training	\$ 1,400.00	\$ 210.00	\$ 1,610.00	\$ 678.00	\$ 102.00	\$ 780.00	\$ 722.00	\$ 108.00	\$ 830.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific detail is mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ 35,034.00	\$ 5,255.00	\$ 40,289.00	\$ 16,978.00	\$ 2,547.00	\$ 19,525.00	\$ 18,056.00	\$ 2,708.00	\$ 20,764.00
Assistance to Individuals	\$ 1,890.00	\$ 282.00	\$ 2,162.00	\$ 911.00	\$ 137.00	\$ 1,048.00	\$ 969.00	\$ 145.00	\$ 1,114.00
Hiring	\$ 1,650.00	\$ 247.00	\$ 1,897.00	\$ 1,135.00	\$ 170.00	\$ 1,305.00	\$ 515.00	\$ 77.00	\$ 592.00
Compliance	\$ 4,862.00	\$ 729.00	\$ 5,591.00	\$ 4,862.00	\$ 729.00	\$ 5,591.00	\$ -	\$ -	\$ -
Bank Fees & Miscellaneous	\$ 80.00	\$ 12.00	\$ 92.00	\$ 39.00	\$ 6.00	\$ 45.00	\$ 41.00	\$ 6.00	\$ 47.00
Mortgage Interest	\$ 11,116.00	\$ 1,667.00	\$ 12,783.00	\$ 11,116.00	\$ 1,687.00	\$ 12,783.00	\$ -	\$ -	\$ -
TOTAL	\$ 785,390.00	\$ 117,811.00	\$ 903,201.00	\$ 398,119.00	\$ 59,719.00	\$ 457,838.00	\$ 387,271.00	\$ 58,092.00	\$ 445,363.00

Indirect As A Percent of Direct

16.0%

15.0%

CONTRACTOR INITIALS

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6/11/2025

DATE

Exhibit C-17, Medically Monitored Withdrawal Management Budget
Amendment #4

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

Provider Name: Manchester Alcohol Rehabilitation Center, Inc.

SUD Treatment &
Budget Request for: Recovery Support Svcs

Service: Medical Detox

Budget Period: 7/1/25-6/31/25

Line Item	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 267,190.00	\$ 40,074.00	\$ 307,234.00	\$ 31,422.00	\$ 4,713.00	\$ 36,135.00	\$ 236,739.00	\$ 35,361.00	\$ 271,099.00
2. Employee Benefits	\$ 72,485.00	\$ 10,873.00	\$ 83,358.00	\$ 8,525.00	\$ 1,279.00	\$ 9,804.00	\$ 63,950.00	\$ 9,594.00	\$ 73,554.00
3. Consultants	\$ 43,400.00	\$ 6,510.00	\$ 49,910.00	\$ 5,104.00	\$ 766.00	\$ 5,870.00	\$ 38,295.00	\$ 5,744.00	\$ 44,040.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 5,150.00	\$ 773.00	\$ 5,923.00	\$ 608.00	\$ 91.00	\$ 697.00	\$ 4,544.00	\$ 682.00	\$ 5,226.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 11,873.00	\$ 1,781.00	\$ 13,654.00	\$ 11,873.00	\$ 1,781.00	\$ 13,654.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 4,480.00	\$ 872.00	\$ 5,152.00	\$ 527.00	\$ 79.00	\$ 606.00	\$ 3,953.00	\$ 593.00	\$ 4,546.00
6. Travel	\$ 20.00	\$ 3.00	\$ 23.00	\$ 20.00	\$ 3.00	\$ 23.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 26,638.00	\$ 3,996.00	\$ 30,634.00	\$ 3,133.00	\$ 470.00	\$ 3,603.00	\$ 23,505.00	\$ 3,526.00	\$ 27,031.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,580.00	\$ 237.00	\$ 1,817.00	\$ 186.00	\$ 28.00	\$ 214.00	\$ 1,394.00	\$ 209.00	\$ 1,603.00
Postage	\$ 20.00	\$ 3.00	\$ 23.00	\$ 2.00	\$ -	\$ 2.00	\$ 18.00	\$ 3.00	\$ 21.00
Subscriptions	\$ 325.00	\$ 49.00	\$ 374.00	\$ 38.00	\$ 6.00	\$ 44.00	\$ 287.00	\$ 43.00	\$ 330.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,838.00	\$ 275.00	\$ 2,113.00	\$ 218.00	\$ 32.00	\$ 248.00	\$ 1,622.00	\$ 243.00	\$ 1,865.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 4,544.00	\$ 682.00	\$ 5,226.00	\$ 534.00	\$ 80.00	\$ 614.00	\$ 4,010.00	\$ 602.00	\$ 4,612.00
10. Marketing/Communications	\$ 58.00	\$ 9.00	\$ 67.00	\$ 7.00	\$ 1.00	\$ 8.00	\$ 51.00	\$ 8.00	\$ 59.00
11. Staff Education and Training	\$ 900.00	\$ 135.00	\$ 1,035.00	\$ 108.00	\$ 16.00	\$ 122.00	\$ 794.00	\$ 119.00	\$ 913.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ 7,891.00	\$ 1,183.00	\$ 9,074.00	\$ 928.00	\$ 139.00	\$ 1,067.00	\$ 6,963.00	\$ 1,044.00	\$ 8,007.00
Assistance to Individuals	\$ 740.00	\$ 111.00	\$ 851.00	\$ 87.00	\$ 13.00	\$ 100.00	\$ 653.00	\$ 98.00	\$ 751.00
Hiring	\$ 512.00	\$ 77.00	\$ 589.00	\$ 512.00	\$ 77.00	\$ 589.00	\$ -	\$ -	\$ -
Compliance	\$ 3,872.00	\$ 581.00	\$ 4,453.00	\$ 3,872.00	\$ 581.00	\$ 4,453.00	\$ -	\$ -	\$ -
Bank Fees & Miscellaneous	\$ 600.00	\$ 90.00	\$ 690.00	\$ 71.00	\$ 11.00	\$ 82.00	\$ 529.00	\$ 79.00	\$ 608.00
Mortgage Interest	\$ 7,623.00	\$ 1,143.00	\$ 8,766.00	\$ 7,623.00	\$ 1,143.00	\$ 8,766.00	\$ -	\$ -	\$ -
TOTAL	\$ 461,709.00	\$ 69,257.00	\$ 530,966.00	\$ 75,392.00	\$ 11,309.00	\$ 86,701.00	\$ 386,317.00	\$ 57,948.00	\$ 444,265.00

Indirect As A Percent of Direct

15.0%

15.0%

15.0%

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CONTRACTOR INITIALS

6/11/2025

DATE

Exhibit C-18, SUD Treatment Services Budget, Amendment #4

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

Provider Name: Manchester Alcoholism Rehabilitation Center

SUD Treatment &
Budget Request for: Recovery Support Sys Service: All programs
Budget Period: 7/1/26-6/30/27

Line Item	Total Program Cost			Contractor Share / Match/Third Party Payee			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 763,950.00	\$ 114,594.00	\$ 878,544.00	\$ 485,712.00	\$ 69,858.00	\$ 555,570.00	\$ 298,238.00	\$ 44,736.00	\$ 342,974.00
2. Employee Benefits	\$ 208,212.00	\$ 30,931.00	\$ 237,143.00	\$ 125,709.00	\$ 18,856.00	\$ 144,565.00	\$ 80,503.00	\$ 12,075.00	\$ 92,578.00
3. Consultants	\$ 24,621.00	\$ 3,693.00	\$ 28,314.00	\$ 16,009.00	\$ 2,251.00	\$ 17,260.00	\$ 9,812.00	\$ 1,442.00	\$ 11,054.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 945.00	\$ 141.00	\$ 1,086.00	\$ 578.00	\$ 86.00	\$ 662.00	\$ 369.00	\$ 55.00	\$ 424.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 4,234.00	\$ 635.00	\$ 4,869.00	\$ 4,234.00	\$ 635.00	\$ 4,869.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 9,480.00	\$ 1,422.00	\$ 10,902.00	\$ 5,779.00	\$ 867.00	\$ 6,646.00	\$ 3,701.00	\$ 555.00	\$ 4,256.00
6. Travel	\$ 187.00	\$ 28.00	\$ 215.00	\$ 187.00	\$ 28.00	\$ 215.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 178,231.00	\$ 26,735.00	\$ 204,966.00	\$ 108,652.00	\$ 16,298.00	\$ 124,950.00	\$ 69,579.00	\$ 10,437.00	\$ 80,016.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,160.00	\$ 324.00	\$ 2,484.00	\$ 1,317.00	\$ 198.00	\$ 1,515.00	\$ 843.00	\$ 128.00	\$ 969.00
Postage	\$ 160.00	\$ 24.00	\$ 184.00	\$ 98.00	\$ 15.00	\$ 113.00	\$ 62.00	\$ 9.00	\$ 71.00
Subscriptions	\$ 36.00	\$ 5.00	\$ 41.00	\$ 22.00	\$ 3.00	\$ 25.00	\$ 14.00	\$ 2.00	\$ 16.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,973.00	\$ 296.00	\$ 2,269.00	\$ 1,203.00	\$ 180.00	\$ 1,383.00	\$ 770.00	\$ 116.00	\$ 886.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 11,637.00	\$ 1,745.00	\$ 13,382.00	\$ 7,094.00	\$ 1,064.00	\$ 8,158.00	\$ 4,543.00	\$ 681.00	\$ 5,224.00
10. Marketing/Communications	\$ 2,024.00	\$ 304.00	\$ 2,328.00	\$ 1,234.00	\$ 185.00	\$ 1,419.00	\$ 780.00	\$ 119.00	\$ 909.00
11. Staff Education and Training	\$ 2,794.00	\$ 419.00	\$ 3,213.00	\$ 1,703.00	\$ 255.00	\$ 1,958.00	\$ 1,091.00	\$ 164.00	\$ 1,255.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,211.00	\$ 482.00	\$ 3,693.00	\$ 2,714.00	\$ 407.00	\$ 3,121.00	\$ 497.00	\$ 75.00	\$ 572.00
	\$ 8,104.00	\$ 1,216.00	\$ 9,320.00	\$ 8,104.00	\$ 1,216.00	\$ 9,320.00	\$ -	\$ -	\$ -
	\$ 837.00	\$ 95.00	\$ 932.00	\$ 388.00	\$ 58.00	\$ 446.00	\$ 249.00	\$ 37.00	\$ 286.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,220,596.00	\$ 183,089.00	\$ 1,403,685.00	\$ 749,735.00	\$ 112,460.00	\$ 862,195.00	\$ 470,861.00	\$ 70,629.00	\$ 541,490.00

Indirect As A Percent of Direct

15.0%

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CONTRACTOR INITIALS
6/11/2025
DATE

State of New Hampshire

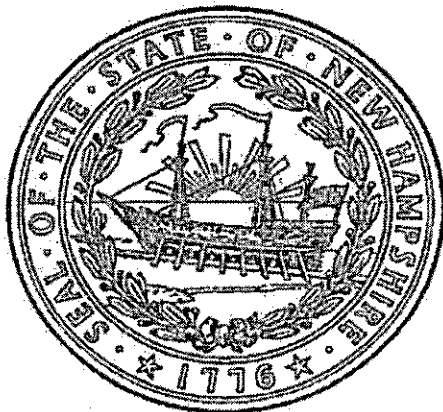
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. 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: 61650

Certificate Number: 0006652769



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc., which includes Manchester Alcoholism Rehabilitation Center, a program of Easterseals NH.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 9, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maureen Beauregard, President & CEO; Catherine Kuhn, Chief Operating Officer; Jeffrey Zwillenberg, Chief Administrative Officer; Pamela Hawkes, Chief Development Officer; Michele Talwani, Chief Communications & Marketing Officer and Bradford E. Cook, Secretary and General Counsel of the corporation.
(may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: June 5, 2025

Cynthia Ross
Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

DESCRIPTIONS (Continued from Page 1)

requires such status, and only with regard to the above referenced on behalf of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Rich Camelio
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: Rich.Camelio@bbrown.com
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	INSURER(S) AFFORDING COVERAGE
	INSURER A: The North River Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 25-26 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-741440-6	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Manchester Alcoholism Rehabilitation Center, Inc. is included as additional insured where required by written contract.

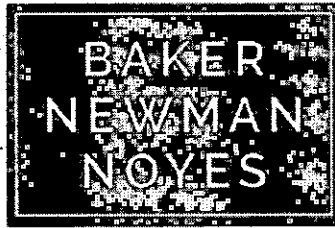
CERTIFICATE HOLDER Department of Health & Human Services 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Owen Callaghan/RASTAP <i>Owen F Callaghan</i>

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Mission:

To provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work and play throughout their lifetimes.



**Easter Seals New Hampshire, Inc.
and Subsidiaries**

**Consolidated Financial Statements and
Other Financial Information**

*For the Years Ended August 31, 2023 and 2022
With Independent Auditors' Report*

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com



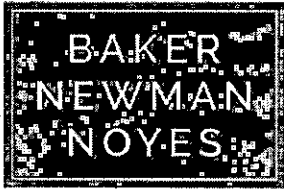
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2023 and 2022

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2023 and 2022, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2023 and 2022, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Easter Seals NH and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Notes 2 and 7 to the financial statements, in 2023, Easter Seals NH has changed their method of accounting for leases, effective September 1, 2022, due to the adoption of Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

Other Financial Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 22, 2023 on our consideration of Easter Seals NH's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals NH's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals NH's internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 22, 2023

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 8,218,081	\$14,837,761
Restricted cash	99,784	79,819
Short-term investments, at fair value	10,230,068	10,055,639
Accounts receivable from related entity	1,818,919	394,316
Program and other accounts receivable	14,392,502	9,748,641
Contributions receivable, net	128,919	172,253
Prepaid expenses and other current assets	<u>1,404,684</u>	<u>907,909</u>
Total current assets	36,292,957	36,196,338
Assets limited as to use	1,972,288	1,837,445
Investments, at fair value	13,661,880	13,419,355
Investment in related entity	1,742	1,742
Other assets	327,763	349,154
Intangible assets	736,658	-
Operating lease right-of-use assets	2,651,831	-
Fixed assets, net	<u>28,576,337</u>	<u>27,216,243</u>
	<u>\$84,221,456</u>	<u>\$79,020,277</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 5,126,679	\$ 2,538,018
Accrued expenses	6,434,951	6,450,559
Deferred revenue	2,537,974	4,598,645
Current portion of operating lease liabilities	905,606	-
Current portion of interest rate swap agreement	15,663	579,174
Current portion of long-term debt	<u>1,021,877</u>	<u>1,016,962</u>
Total current liabilities	16,042,750	15,183,358
Other liabilities	2,212,980	2,130,322
Interest rate swap agreement, less current portion	516,017	416,010
Operating lease liabilities, less current portion	1,772,949	-
Long-term debt, less current portion, net	<u>16,843,611</u>	<u>17,861,006</u>
Total liabilities	37,388,307	35,590,696
Net assets:		
Without donor restrictions	40,782,371	37,450,866
With donor restrictions	<u>6,050,778</u>	<u>5,978,715</u>
Total net assets	<u>46,833,149</u>	<u>43,429,581</u>
	<u>\$84,221,456</u>	<u>\$79,020,277</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 573,410	\$ 353,464	\$ 926,874
Special events, net of related direct costs of \$748,203	893,434	23,650	917,084
Annual campaigns, net of related direct costs of \$34,023	371,067	250	371,317
Bequests	141,913	-	141,913
Net assets released from restrictions	<u>367,288</u>	<u>(367,288)</u>	<u>-</u>
Total public support	2,347,112	10,076	2,357,188
Revenue:			
Fees and tuition	72,514,361	-	72,514,361
Grants	33,639,114	-	33,639,114
Gain on extinguishment of debt	750,000	-	750,000
Dividend and interest income	1,481,819	17,420	1,499,239
Rental income	28,892	-	28,892
Other	<u>134,805</u>	<u>-</u>	<u>134,805</u>
Total revenue	<u>108,548,991</u>	<u>17,420</u>	<u>108,566,411</u>
Total public support and revenue	110,896,103	27,496	110,923,599
Operating expenses:			
Program services:			
Public health education	18,834	-	18,834
Professional education	147,597	-	147,597
Direct services	<u>94,561,105</u>	<u>-</u>	<u>94,561,105</u>
Total program services	94,727,536	-	94,727,536
Supporting services:			
Management and general	10,706,017	-	10,706,017
Fundraising	<u>2,367,000</u>	<u>-</u>	<u>2,367,000</u>
Total supporting services	<u>13,073,017</u>	<u>-</u>	<u>13,073,017</u>
Total functional expenses	107,800,553	-	107,800,553
Support of National programs	<u>166,882</u>	<u>-</u>	<u>166,882</u>
Total operating expenses	<u>107,967,435</u>	<u>-</u>	<u>107,967,435</u>
Increase in net assets from operations	2,928,668	27,496	2,956,164

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 463,504	\$ —	\$ 463,504
Net unrealized and realized (losses) gains on investments, net	(71,744)	48,920	(22,824)
Decrease in fair value of beneficial interest in trust held by others	—	(4,353)	(4,353)
Gain on sales and disposals of fixed assets	<u>11,077</u>	<u>—</u>	<u>11,077</u>
	<u>402,837</u>	<u>44,567</u>	<u>447,404</u>
Total increase in net assets	3,331,505	72,063	3,403,568
Net assets at beginning of year	<u>37,450,866</u>	<u>5,978,715</u>	<u>43,429,581</u>
Net assets at end of year	<u>\$ 40,782,371</u>	<u>\$ 6,050,778</u>	<u>\$ 46,833,149</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 764,760	\$ 368,967	\$ 1,133,727
Special events, net of related direct costs of \$1,018,200	1,891,609	83,710	1,975,319
Annual campaigns, net of related direct costs of \$43,900	232,664	16,362	249,026
Bequests	4,160	-	4,160
Net assets released from restrictions	<u>449,927</u>	<u>(449,927)</u>	<u>-</u>
Total public support	3,343,120	19,112	3,362,232
Revenue:			
Fees and tuition	61,914,620	-	61,914,620
Grants	31,630,150	-	31,630,150
Gain on extinguishment of debt	9,250,000	-	9,250,000
Dividend and interest income	834,614	12,543	847,157
Rental income	31,762	-	31,762
Other	<u>394,652</u>	<u>-</u>	<u>394,652</u>
Total revenue	<u>104,055,798</u>	<u>12,543</u>	<u>104,068,341</u>
Total public support and revenue	107,398,918	31,655	107,430,573
Operating expenses:			
Program services:			
Public health education	26,267	-	26,267
Professional education	160,997	-	160,997
Direct services	<u>85,247,641</u>	<u>-</u>	<u>85,247,641</u>
Total program services	85,434,905	-	85,434,905
Supporting services:			
Management and general	9,493,211	-	9,493,211
Fundraising	<u>2,154,599</u>	<u>-</u>	<u>2,154,599</u>
Total supporting services	<u>11,647,810</u>	<u>-</u>	<u>11,647,810</u>
Total functional expenses	97,082,715	-	97,082,715
Support of National programs	<u>130,276</u>	<u>-</u>	<u>130,276</u>
Total operating expenses	<u>97,212,991</u>	<u>-</u>	<u>97,212,991</u>
Increase in net assets from operations	10,185,927	31,655	10,217,582

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 1,243,067	\$ —	\$ 1,243,067
Net unrealized and realized losses on investments, net	(3,063,497)	(182,735)	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	—	11,278	11,278
Loss on sales, disposals and impairment of fixed assets	<u>(1,941,095)</u>	<u>—</u>	<u>(1,941,095)</u>
	<u>(3,761,525)</u>	<u>(171,457)</u>	<u>(3,932,982)</u>
Increase (decrease) in net assets	6,424,402	(139,802)	6,284,600
Net assets at beginning of year	<u>31,026,464</u>	<u>6,118,517</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$ 37,450,866</u>	<u>\$ 5,978,715</u>	<u>\$ 43,429,581</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2023

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2023	2022
Salaries and related expenses	\$ 3,942	\$ —	\$71,521,335	\$71,525,277	\$ 6,918,354	\$1,313,590	\$ 8,231,944	\$ 79,757,221	\$73,144,865
Professional fees	9,855	114,704	9,673,062	9,797,621	2,558,882	291,742	2,850,624	12,648,245	10,765,751
Supplies	456	2,130	2,055,872	2,058,458	138,373	32,625	170,998	2,229,456	1,867,791
Telephone	2	—	547,120	547,122	212,927	3,625	216,552	763,674	732,503
Postage and shipping	156	—	39,423	39,579	17,880	6,964	24,844	64,423	61,483
Occupancy	—	—	3,058,697	3,058,697	392,693	46,875	439,568	3,498,265	2,885,219
Outside printing, artwork and media	405	1,124	7,668	9,197	3,688	38,081	41,769	50,966	47,700
Travel	3	—	1,742,011	1,742,014	12,662	4,024	16,686	1,758,700	1,555,082
Conventions and meetings	3,992	28,977	225,364	258,333	26,566	12,034	38,600	296,933	165,074
Specific assistance to individuals	—	—	1,553,980	1,553,980	315	—	315	1,554,295	1,786,853
Dues and subscriptions	—	—	33,088	33,088	13,850	2,581	16,431	49,519	29,335
Minor equipment purchases and equipment rentals	—	645	153,728	154,373	84,726	41,751	126,477	280,850	251,672
Ads, fees and miscellaneous	23	—	611,695	611,718	33,525	561,991	595,516	1,207,234	1,005,398
Interest	—	—	652,777	652,777	138,061	—	138,061	790,838	780,153
Depreciation and amortization	—	17	1,710,285	1,710,302	153,515	11,117	164,632	1,874,934	2,003,836
Grant expense	—	—	975,000	975,000	—	—	—	975,000	—
	<u>\$18,834</u>	<u>\$147,597</u>	<u>\$94,561,105</u>	<u>\$94,727,536</u>	<u>\$10,706,017</u>	<u>\$2,367,000</u>	<u>\$13,073,017</u>	<u>\$ 107,800,553</u>	<u>\$97,082,715</u>
	0.02%	0.14%	87.72%	87.88%	9.93%	2.19%	12.12%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	<u>Program Services</u>				<u>Supporting Services</u>			<u>Total Program and Supporting Services Expenses</u>
	<u>Public Health Education</u>	<u>Professional Education</u>	<u>Direct Services</u>	<u>Total</u>	<u>Management and General</u>	<u>Fund-Raising</u>	<u>Total</u>	<u>2022</u>
Salaries and related expenses	\$ 5,780	\$ -	\$65,741,230	\$65,747,010	\$6,336,634	\$1,061,221	\$ 7,397,855	\$73,144,865
Professional fees	2,613	127,466	8,234,642	8,364,721	2,066,017	335,013	2,401,030	10,765,751
Supplies	928	5,500	1,777,921	1,784,349	50,158	33,284	83,442	1,867,791
Telephone	8	-	529,613	529,621	200,186	2,696	202,882	732,503
Postage and shipping	-	229	35,031	35,260	15,776	10,447	26,223	61,483
Occupancy	-	-	2,472,697	2,472,697	354,406	58,116	412,522	2,885,219
Outside printing, artwork and media	1,303	-	8,519	9,822	309	37,569	37,878	47,700
Travel	-	-	1,540,938	1,540,938	13,280	864	14,144	1,555,082
Conventions and meetings	6	27,802	98,989	126,797	15,852	22,425	38,277	165,074
Specific assistance to individuals	-	-	1,786,297	1,786,297	556	-	556	1,786,853
Dues and subscriptions	-	-	17,296	17,296	11,084	955	12,039	29,335
Minor equipment purchases and equipment rentals	7,926	-	136,235	144,161	74,508	33,003	107,511	251,672
Ads, fees and miscellaneous	7,703	-	413,578	421,281	31,740	552,377	584,117	1,005,398
Interest	-	-	642,590	642,590	137,563	-	137,563	780,153
Depreciation and amortization	-	-	1,812,065	1,812,065	185,142	6,629	191,771	2,003,836
	<u>\$26,267</u>	<u>\$160,997</u>	<u>\$85,247,641</u>	<u>\$85,434,905</u>	<u>\$9,493,211</u>	<u>\$2,154,599</u>	<u>\$11,647,810</u>	<u>\$97,082,715</u>
	0.03%	0.16%	87.81%	88.00%	9.78%	2.22%	12.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Increase in net assets	\$ 3,403,568	\$ 6,284,600
Adjustments to reconcile increase in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	1,874,934	2,003,836
Noncash lease expense	26,724	-
Bond issuance costs amortization	6,110	6,110
Decrease (increase) in fair value of beneficial interest in trust held by others	4,353	(11,278)
Net (gain) loss on sales, disposals and impairment of fixed assets	(11,077)	1,941,095
Change in fair value of interest rate swap	(463,504)	(1,243,067)
Gain on extinguishment of debt	(750,000)	(9,250,000)
Net unrealized and realized losses on investments, net	22,824	3,246,232
Donor restricted contributions	(353,464)	(368,967)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(4,643,861)	(1,155,303)
Accounts receivable from related entity	(1,424,603)	(394,316)
Contributions receivable	43,334	52,612
Prepaid expenses and other current assets	(496,775)	(274,207)
Other assets	17,038	41,001
Accounts payable and accrued expenses	1,499,196	(392,927)
Deferred revenue	(1,310,671)	2,736,062
Other liabilities	<u>82,658</u>	<u>(552,490)</u>
Net cash (used) provided by operating activities	(2,473,216)	2,668,993
Cash flows from investing activities:		
Purchases of fixed assets	(2,902,728)	(1,453,563)
Proceeds from sale of fixed assets	15,976	366,008
Change in investments, net	(439,778)	(150,624)
Change in assets limited as to use	(134,843)	520,494
Investment in related entity	<u>-</u>	<u>(1,742)</u>
Net cash used by investing activities	(3,461,373)	(719,427)
Cash flows from financing activities:		
Repayment of long-term debt	(1,018,590)	(1,872,427)
Donor restricted contributions	<u>353,464</u>	<u>368,967</u>
Net cash used by financing activities	<u>(665,126)</u>	<u>(1,503,460)</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
(Decrease) increase in cash, cash equivalents and restricted cash	\$(6,599,715)	\$ 446,106
Cash, cash equivalents and restricted cash, beginning of year	<u>14,917,580</u>	<u>14,471,474</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 8,317,865</u>	<u>\$14,917,580</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 791,000</u>	<u>\$ 742,000</u>
Operating cash flows for operating leases	<u>\$ 1,265,742</u>	<u>\$ —</u>
Supplemental disclosure of noncash activities:		
Fixed asset purchases included in accounts payable at end of year	<u>\$ 511,017</u>	<u>\$ 173,818</u>
Intangible asset purchases included in accounts payable at end of year	<u>\$ 736,658</u>	<u>\$ —</u>
Operating lease right-of-use assets obtained in exchange for operating lease liabilities	<u>\$ 3,853,603</u>	<u>\$ —</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Manchester Alcoholism Rehabilitation Center (Farnum Center); Easter Seals Maine, Inc. (up to August 31, 2022); and Easter Seals Vermont, Inc. (Easter Seals VT). Additionally, Champlin Place, Inc., was formed on June 30, 2022 and was 100% owned by Easter Seals New Hampshire, Inc. In April 2023, Easter Seals NH transferred a 21% interest in Champlin Place, Inc. to Housing Affordability Partnership, LLC. Champlin Place, Inc. is the sole General Partner of Champlin Place Limited Partnership (the Partnership). Champlin Place, Inc. has a 0.01% ownership interest in the Partnership, but oversees certain management and operational aspects of the Partnership subject to the terms set forth in the limited partnership agreement. See note 15. Easter Seals New Hampshire, Inc. is the sole member of each subsidiary, aside from Champlin Place, Inc. for which they have a 79% interest. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective August 31, 2022, Easter Seals Maine, Inc. was dissolved, and all assets were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work, and play throughout their lifetimes. Easter Seals NH operates programs throughout New Hampshire and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation and Noncontrolling Interests

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member and the less-than-wholly-owned subsidiary of which they maintain a controlling interest as described in notes 1 and 15. As Champlin Place, Inc. has only a 0.01% owned interest in the project described in note 15, which has not yet commenced planned principal operations, there are no revenue and expenses attributed to the entity to date. Accordingly, there is no investment in the less-than-wholly-owned subsidiary to present separately in the accompanying consolidated statements of financial position, and no increase (decrease) in net assets attributed to the controlling and noncontrolling interests to present separately in the accompanying consolidated statements of activities and changes in net assets. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash, Cash Equivalents and Restricted Cash

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, and money market funds, excluding assets limited as to use.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals NH to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$10,229,900 and \$10,055,500 as of August 31, 2023 and 2022, respectively.

Restricted cash represents reserve accounts held by New Hampshire Housing Finance Authority (NHHFA) for insurance, taxes, replacement costs and operations as well as security deposit accounts held for tenants.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at August 31:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$8,218,081	\$14,837,761
Restricted cash	<u>99,784</u>	<u>79,819</u>
	<u>\$8,317,865</u>	<u>\$14,917,580</u>

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others recorded in other assets in the accompanying consolidated statements of financial position. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions.

Internal-Use Software Costs

The Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies as well as costs incurred post implementation operational stage, such as maintenance and training. Capitalization of internal-use software costs occurs only after the preliminary-project stage is complete, management authorizes the project and it is probable that the project will be completed and the software will be used for the function intended. There were \$736,658 of internal-use software costs capitalized during the year ended August 31, 2023. These amounts are recorded in intangible assets in the accompanying 2023 consolidated statement of financial position. There were no internal-use software costs capitalized for the year ended August 31, 2022. The capitalized costs will be amortized on a straight-line basis over the estimated useful life of the software, generally up to 5 years, once placed in service. There was no amortization expense recognized in 2023.

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred, and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

No long-lived assets were deemed impaired in 2023. Certain long-lived assets were deemed impaired in 2022. See note 8.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2023 and 2022 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition and Program and Other Accounts Receivable

Easter Seals NH accounts for revenues (mainly relating to fees and tuition in the accompanying consolidated statements of activities and changes in net assets) under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as Easter Seals NH satisfies the performance obligations.

Easter Seals NH determines the transaction price based on standard charges for goods and services provided, reduced by any applicable discounts, contractual adjustments provided to third-party payors, or explicit and implicit price concessions provided to groups or individuals. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgment.

A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in fees and tuition in the year that such amounts become known.

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

The collection of outstanding receivables from third-party payors, patients and other clients is Easter Seals NH's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured accounts, including accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but individual responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients and other clients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities and programs that represent a majority of revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At August 31, 2023, 2022, and 2021, estimated implicit price concessions of \$871,700, \$855,900, and \$1,079,600, respectively, had been recorded as reductions to program and other accounts receivable balances to enable Easter Seals NH to record revenues and accounts receivable at the estimated amounts expected to be collected.

Unconditional contributions are recognized when the promise to give is made and are recorded at the net present value of estimated future cash flows.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$9,020,000 and \$8,099,000 for the years ended August 31, 2023, and 2022, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842), which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2022. See note 7.

At inception of a contract, Easter Seals NH determines whether that contract is or contains a lease. Easter Seals NH determines whether a contract contains a lease by assessing whether there is an identified asset and whether the contract conveys the right to control the use of the identified asset for a period of time in exchange for consideration. The organization has control of the asset if it has the right to direct the use of the asset and obtains substantially all of the economic benefits from the use of the asset throughout the period of use. This determination is reassessed if the terms of the contract are changed.

Easter Seals NH leases residential and office space (real estate) under non-cancellable operating leases. The carrying value of the organization's right-of-use lease assets is substantially concentrated in its real estate leases. As a practical expedient, Easter Seals NH does not recognize a lease asset or lease liability for leases with a lease term of 12 months or less. In the determination of the lease term, the organization considers the existence of extension or termination options and the probability of those options being exercised.

Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Right-of-use assets represent Easter Seals NH's right to use an underlying asset during the lease term and lease liabilities represent the organization's obligation to make lease payments arising from the lease. Right-of-use assets and liabilities are recognized at the commencement date, based on the net present value of fixed lease payments over the lease term. Lease terms include options to extend or terminate the lease when it is reasonably certain that the options will be exercised.

At the lease commencement date, the discount rate implicit in the lease is used to discount the lease liability if readily determinable. If not readily determinable or leases do not contain an implicit rate, Easter Seals NH has made a policy election to use a risk-free rate as the discount rate for all classes of underlying assets.

In addition to rent, the leases may require Easter Seals NH to pay additional amounts for taxes, insurance, maintenance and other expenses, which are generally referred to as nonlease components. For all asset classes, the organization has elected the lessee practical expedient to combine lease and nonlease components and account for the combined unit as a single lease component. Variable nonlease components are treated as variable lease payments and recognized in the period in which the obligation for these payments was incurred.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc. (prior to dissolution on August 31, 2022), Easter Seals VT and Farnum Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not-for-profit entities.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with U.S. GAAP, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the “more-likely-than-not” threshold, based upon the technical merits of the position.

Champlin Place, Inc. is a for-profit organization subject to Federal and state taxes. Deferred income taxes of Champlin Place, Inc. are computed using the asset and liability method under which deferred income tax assets and liabilities are computed based on temporary differences between the financial statement and tax bases of assets and/or liabilities which will result in taxable or deductible amounts on future tax returns. Champlin Place, Inc. records a valuation allowance against any deferred tax assets when it determines it is unlikely that the tax asset will be realized. No significant deferred income taxes have been realized for Champlin Place, Inc. since the entity’s inception.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc., Easter Seals VT and Farnum Center on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Champlin Place, Inc.’s management has determined that Champlin Place, Inc. has not taken, nor expects to take, any uncertain tax positions in any income tax return.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for explicit and implicit price concessions in revenue, workers’ compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2023, and 2022, Easter Seals NH had recognized a liability of \$531,680 and \$995,184, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$463,504 and \$1,243,067 for the years ended August 31, 2023 and 2022, respectively, in the accompanying consolidated statements of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales, disposals and impairment of fixed assets and net realized and unrealized gains and losses on investments.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 22, 2023, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2023 and 2022 are as follows:

	<u>Original Donor Restricted Gift Maintained in Perpetuity</u>	<u>Accumulated Investment Gains</u>	<u>Total</u>
<u>2023</u>			
Other initiatives	\$1,483,715	\$75,412	\$1,559,127
Operations	<u>3,835,088</u>	<u>—</u>	<u>3,835,088</u>
Total endowment net assets	<u>\$5,318,803</u>	<u>\$75,412</u>	<u>\$5,394,215</u>
<u>2022</u>			
Other initiatives	\$1,462,085	\$26,757	\$1,488,842
Operations	<u>3,838,633</u>	<u>—</u>	<u>3,838,633</u>
Total endowment net assets	<u>\$5,300,718</u>	<u>\$26,757</u>	<u>\$5,327,475</u>

Changes in Endowment Net Assets

During the years ended August 31, 2023 and 2022, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2021	\$5,377,829
Investment return:	
Investment income, net of fees	66,470
Net appreciation (realized and unrealized), net	12,536
Contributions	96,811
Appropriated for expenditure	<u>(226,171)</u>
Net endowment assets, August 31, 2022	5,327,475
Investment return:	
Investment income, net of fees	13,098
Net appreciation (realized and unrealized), net	14,857
Contributions	59,485
Appropriated for expenditure	<u>(20,700)</u>
Net endowment assets, August 31, 2023	<u>\$5,394,215</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	<u>2023</u>	<u>2022</u>
Satisfaction of donor restrictions	\$346,588	\$223,756
Release of appropriated endowment funds	<u>20,700</u>	<u>226,171</u>
	<u>\$367,288</u>	<u>\$449,927</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2023 and 2022 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total Non- Endowment Net Assets
<u>2023</u>			
Other initiatives	\$ —	\$492,554	\$ 492,554
Operations	<u>40,782,371</u>	<u>164,009</u>	<u>40,946,380</u>
Total non-endowment net assets	<u>\$40,782,371</u>	<u>\$656,563</u>	<u>\$41,438,934</u>
<u>2022</u>			
Other initiatives	\$ 134,429	\$466,798	\$ 601,227
Operations	<u>37,316,437</u>	<u>184,442</u>	<u>37,500,879</u>
Total non-endowment net assets	<u>\$37,450,866</u>	<u>\$651,240</u>	<u>\$38,102,106</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2023 or 2022.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

3. Classification of Net Assets (Continued)

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2023</u>	<u>2022</u>
Purpose restriction:		
Other initiatives	\$ 492,554	\$ 466,798
Operations	<u>33,500</u>	<u>47,200</u>
	526,054	513,998
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,323,069	5,307,363
Investments, gains and income from which is donor restricted	75,411	26,757
Beneficial interest in perpetual trust	<u>126,244</u>	<u>130,597</u>
	<u>5,524,724</u>	<u>5,464,717</u>
Total net assets with donor restrictions	<u>\$6,050,778</u>	<u>\$5,978,715</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five-year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and which are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2023), comprise the following:

Cash and cash equivalents	\$ 8,218,081
Short-term investments, at fair value	10,230,068
Program and other accounts receivable	14,392,502
Accounts receivable from related entity	1,818,919
Contributions receivable, net	<u>128,919</u>
	34,788,489
Investments, at fair value	<u>13,661,880</u>
	48,450,369
Less: net assets with donor restrictions	<u>(5,924,534)</u>
	<u>\$42,525,835</u>

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. The management of Easter Seals NH has implemented a practice to establish cash reserves on hand that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2023, and 2022, approximately \$9,300,000 and \$10,200,000, respectively, of cash and cash equivalents, and approximately \$10,230,000 and \$10,056,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2023 and 2022 are \$155,248 and \$197,962, respectively, net of an allowance for doubtful accounts of \$22,329 and \$17,329, respectively. The long-term portion of contributions receivable is recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2023:

2024	\$151,248
2025	2,000
2026	1,000
2027	<u>1,000</u>
	<u>\$155,248</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

6: Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	<u>Fees and Tuition</u>	<u>Grants</u>	<u>Total</u>
<u>2023</u>			
Residential and educational services	\$38,501,744	\$ 678,607	\$ 39,180,351
Community based services	6,884,950	19,231,261	26,116,211
Farnum Center	5,777,281	4,536,689	10,313,970
Family support services	7,460,477	523,748	7,984,225
Senior services	3,362,892	2,529,714	5,892,606
Transportation services	3,733,018	23,193	3,756,211
Outpatient and early support services	1,010,235	2,321,479	3,331,714
Children development services	1,475,783	683,060	2,158,843
Workforce development	2,913,738	27,118	2,940,856
Other programs	<u>1,394,243</u>	<u>3,084,245</u>	<u>4,478,488</u>
	<u>\$72,514,361</u>	<u>\$33,639,114</u>	<u>\$ 106,153,475</u>
<u>2022</u>			
Residential and educational services	\$33,336,907	\$ 478,631	\$ 33,815,538
Community based services	2,529,116	21,853,895	24,383,011
Farnum Center	5,912,587	3,175,028	9,087,615
Family support services	6,796,612	515,896	7,312,508
Senior services	4,332,135	1,567,091	5,899,226
Transportation services	3,649,934	21,928	3,671,862
Outpatient and early support services	1,030,926	1,787,197	2,818,123
Children development services	1,661,031	494,511	2,155,542
Workforce development	1,878,376	1,125	1,879,501
Other programs	<u>786,996</u>	<u>1,734,848</u>	<u>2,521,844</u>
	<u>\$61,914,620</u>	<u>\$31,630,150</u>	<u>\$ 93,544,770</u>

Revenues related to providing health services are recorded at the contracted rate for those that involved a third-party payor and less any implicit price concession. Substantially all such adjustments in 2023 and 2022 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2023 and 2022 from major payor sources is as follows:

	<u>2023</u>	<u>2022</u>
Private payors (includes coinsurance and deductibles)	\$1,325,768	\$ 1,633,018
Medicaid	4,132,636	4,279,742
Medicare	5,359	14,237
Self-pay	<u>313,518</u>	<u>24,668</u>
	<u>\$5,777,281</u>	<u>\$ 5,951,665</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

6. Revenues (Continued)

In response to the coronavirus (COVID-19) pandemic, Easter Seals NH qualified for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding. In 2023 and 2022, Easter Seals NH received approximately \$4,850,000 and \$1,846,000, respectively, of which approximately \$1,600,000 and \$900,000, respectively, was paid to employees either in the form of bonuses for retention and recruitment or employees who qualified for the additional payments under certain programs. Easter Seals NH also entered a Payroll Protection Program loan in 2021 which was forgiven on February 2, 2022 (see note 11).

7. Operating Leases

ASC 842 became effective for Easter Seals NH on September 1, 2022 and was adopted using the modified retrospective method for all leases that had commenced as of the effective date, along with certain available practical expedients. The organization elected to adopt the package of practical expedients permitted under the transition guidance within the new standard. The practical expedient package applied to leases that commenced prior to the effective date of the new standard and permits a reporting entity not to: i) reassess whether any expired or existing contracts are or contain leases, ii) reassess the historical lease classification for any expired or existing leases, and iii) reassess initial direct costs for any existing leases. The reporting results for fiscal year 2023 reflect the application of ASC 842 guidance while the historical results for fiscal year 2022 were prepared under the guidance of ASC 840. The adoption of the new standard did not have a significant impact on Easter Seals NH's consolidated statements of activities and changes in net assets and cash flows. The adoption of the new standard resulted in the recording of right-of-use assets and corresponding lease liabilities pertaining to the organization's operating leases on the 2023 consolidated statement of financial position. As of the date of adoption, right-of-use assets and operating lease liabilities totaling approximately \$2,807,000 were established in the consolidated statement of financial position.

Right-of use assets and lease liabilities are reported in the statement of financial position as follows at August 31, 2023:

Assets:	
Operating lease right-of-use assets	<u>\$2,651,831</u>
Liabilities:	
Current portion of operating lease liabilities	\$ 905,606
Operating lease liabilities, net of current portion	<u>1,772,949</u>
Total lease liabilities	<u>\$2,678,555</u>

The components of lease cost and rent expense for the year ended August 31, 2023 are as follows:

Operating lease costs	\$1,292,446
Variable lease costs	<u>96,808</u>
Total lease costs	<u>\$1,389,254</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

7. Operating Leases (Continued)

Lease term and discount rate are as follows at August 31, 2023:

Weighted-average remaining lease term in years	3.87
Weighted-average discount rate	3.38%

As of August 31, 2023, maturities of operating lease liabilities for each of the following five years and a total thereafter were as follows:

2024	\$ 978,007
2025	635,797
2026	513,045
2027	458,164
2028	154,381
Thereafter	<u>115,380</u>

Total future minimum lease payments	2,854,774
Less amounts representing interest	<u>176,219</u>

Total lease liabilities	<u>\$2,678,555</u>
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Total minimum future lease payments (operating leases) of approximately \$67,000 for leases that have not commenced as of August 31, 2023 are not included in the consolidated financial statements, as the organization does not yet control the underlying assets. The leases commence in 2024.

As of August 31, 2022, future minimum operating lease payments prepared under the previous guidance of ASC 840 were as follows:

2023	\$1,077,760
2024	579,592
2025	381,288
2026	276,403
2027	231,914
Thereafter	<u>28,269</u>

Total	<u>\$2,575,226</u>
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Rent expense under these leases amounted to approximately \$1,200,000 for the year ended August 31, 2022.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2023</u>	<u>2022</u>
Buildings	\$ 32,967,092	\$ 32,931,032
Land and land improvements	3,996,635	3,930,144
Leaschold improvements	85,238	77,686
Office equipment and furniture	7,171,383	9,901,651
Vehicles	2,920,866	2,461,097
Construction in progress	<u>1,408,954</u>	<u>439,135</u>
	48,550,168	49,740,745
Less accumulated depreciation and amortization	<u>(19,973,831)</u>	<u>(22,524,502)</u>
	<u>\$ 28,576,337</u>	<u>\$ 27,216,243</u>

Depreciation and amortization expense related to fixed assets totaled \$1,874,934 and \$2,003,836 in 2023 and 2022, respectively.

On June 29, 2022, Easter Seals New Hampshire, Inc. was awarded a grant agreement totaling \$22,974,523 with the State of New Hampshire, Governor's Office of Emergency Relief and Recovery. This grant will support the construction of a mixed housing, supportive services, and retreat campus for veterans and their families located in Franklin, New Hampshire. Easter Seals New Hampshire, Inc. is obligated to complete the project prior to December 31, 2026. During the year ended August 31, 2023, \$1,075,521 of this grant was utilized. No amounts of this grant were utilized during the year ended August 31, 2022. Due to this agreement and the extensive nature of the renovation, Easter Seals New Hampshire, Inc. disposed of certain fixed assets associated with the residential treatment center that was closed in November 2021 resulting in recognition of impairment of fixed assets of approximately \$1,882,000 in the accompanying 2022 consolidated statement of activities and changes in net assets.

9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 780,619	\$ 252,648
Marketable equity securities	1,715,335	1,744,099
Mutual funds	22,325,650	22,406,691
Corporate and foreign bonds	346,373	287,951
Government and agency securities	<u>696,259</u>	<u>621,050</u>
	25,864,236	25,312,439
Less: assets limited as to use	<u>(1,972,288)</u>	<u>(1,837,445)</u>
Total investments, at fair value	<u>\$23,891,948</u>	<u>\$23,474,994</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

9. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use totaling \$1,972,288 and \$1,837,445 at August 31, 2023 and 2022, respectively, are investments under a deferred compensation plan (see note 10) at fair value.

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 3% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$895,000 and \$645,000 for the years ended August 31, 2023 and 2022, respectively.

Easter Seals NH offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals NH contributed approximately \$88,000 and \$101,210 to this plan during the years ended August 31, 2023 and 2022, respectively. The assets and liabilities associated with this plan were \$1,972,288 and \$1,837,445 at August 31, 2023 and 2022, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2023</u>	<u>2022</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a Daily Simple Secured Overnight Financing Rate (SOFR)-based variable rate equal to the sum of (a) 65.01% times (b) Daily Simple SOFR plus 0.10% plus 2.45% (5.10% at August 31, 2023), due in annual principal payments increasing from \$51,667 to \$88,333, with an initial mandatory tender date payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate. The bonds are amortizing to December 2034 since management, through an available option, has the intent and ability to extend any amounts due at the initial mandatory tender date.	\$ 9,451,664	\$10,061,668

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

11. Borrowings (Continued)

	<u>2023</u>	<u>2022</u>
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$18,010 to \$33,360 with an initial mandatory tender date payment of \$4,521,598 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate. The bonds are amortizing to December 2046 since management, through an available option, has the intent and ability to extend any amounts due at the initial mandatory tender date.	\$ 5,416,617	\$ 5,655,563
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$419 to \$1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of \$104,895 at August 31, 2023.	94,393	174,119
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$3,406,856 at August 31, 2023.	1,913,553	1,995,428
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due October 2031, secured by an interest in certain property with a net book value of \$795,155 at August 31, 2023.	527,964	531,486
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due March 2040, secured by an interest in certain property with a net book value of \$518,082 at August 31, 2023.	492,448	492,448
Note payable to the City of Manchester, New Hampshire, 0% interest, annual principal payable of \$4,518 on October 1 each year for 10 years through October 2026 secured by an interest in certain property with a net book value of \$795,155 at August 31, 2023.	<u>63,245</u>	<u>67,762</u>
	17,959,884	18,978,474
Less current portion	(1,021,877)	(1,016,962)
Less net unamortized bond issuance costs	<u>(94,396)</u>	<u>(100,506)</u>
	<u>\$16,843,611</u>	<u>\$17,861,006</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2024	\$ 1,021,877
2025	1,032,973
2026	1,050,367
2027	1,139,574
2028	1,136,339
Thereafter	<u>12,578,754</u>
	<u>\$17,959,884</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

11. Borrowings (Continued)

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire, Inc. on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five-year term. Included in long-term debt are eight notes payable totaling \$94,393 and eight notes payable totaling \$174,119 at August 31, 2023 and 2022, respectively, which originated under this agreement. Availability under this agreement at August 31, 2023 and 2022 is \$405,607 and \$325,881, respectively.

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$24,000). On July 16, 2020, an amendment changed the outstanding advances from due on demand to a firm maturity date of June 30, 2022 and the interest rate charged on outstanding borrowings was revised to be the one-month LIBOR rate plus 2.25%. On June 29, 2022, an amendment changed the interest rate charged on outstanding borrowings to be the one-month Bloomberg Short Term Bank Yield Index (BSBY) rate plus 2.25% (7.62% at August 31, 2023). In 2023, the maturity date was extended to June 30, 2024. Under an event of default, the interest rate will increase from the one-month BSBY rate plus 2.25% to the then applicable interest rate plus 5.00%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Farnum Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2023 and 2022.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Farnum Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility of the agreement that was made between The Way Home, Inc. (the Organization) and NHHFA dated October 11, 2001 that obtained federal funding through the HOME Investment Partnership Programs. The funds were used for improvements on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on October 11, 2031, repayment of the balance is conditional based on if surplus cash available exceeds 25%, and is otherwise deferred until the project is sold or refinanced, or upon expiration or default of the regulatory agreement. The Organization must comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, to defer repayment of principal and interest. The note is secured by the property. A payment of \$3,522 was made in 2023 and no payments were made in 2022.

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between the Organization and NHHFA dated March 17, 2010. The funds were used for the acquisition, construction and permanent financing on 224 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on March 17, 2040, repayment of the balance is conditional based on if surplus cash available exceeds 50%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. The note is secured by the property. No payments were made in 2023 and 2022.

Notes Payable

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement dated July 1, 2016 that was made between the Organization and the City of Manchester through the Community Improvement Program. The funds were used for facility upgrades on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. Annual principal payments of \$4,518 commencing October 1, 2017 can be forgiven through October 1, 2026 so long as the Organization can demonstrate the agreed-upon objectives have been achieved. On August 23, 2018, an amendment changed that the annual principal payments will be deferred from October 1, 2017 and resume October 1, 2022. The note is secured by the property.

Payroll Protection Program Loan

On April 16, 2021, Easter Seals NH entered into a promissory note for an unsecured loan in the amount of \$10,000,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provided loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after the covered period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on Easter Seals NH's business. Easter Seals NH accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full \$10,000,000 within debt. In February 2022, Easter Seals NH received approval for full forgiveness from the SBA. Upon receiving forgiveness during the year ended August 31, 2022, Easter Seals NH recognized a gain on extinguishment of long-term debt in the accompanying 2022 consolidated statement of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

11. Borrowings (Continued)

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. Effective December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 67% to LIBOR times 65.01%. Effective April 3, 2023, an amendment to this agreement was executed to change to interest rate charge from 3.62 % to 3.57% and the floating rate from LIBOR times 65.01% to Daily SOFR times 65.01%. In connection with these amendments, the organization applied certain optional expedients in relation to contract modifications provided by FASB ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* to simplify the accounting analyses for contract modifications. The swap agreement had an outstanding notional amount of \$9,451,664 and \$10,061,668 at August 31, 2023 and 2022, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement is a liability that totaled \$531,680 and \$995,184 at August 31, 2023 and 2022, respectively, \$15,663 and \$579,174 of which was current at August 31, 2023 and 2022, respectively. During the years ended August 31, 2023 and 2022, net payments required by the agreement totaled \$76,398 and \$338,761, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2023, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$166,882 and \$130,276 for the years ended August 31, 2023 and 2022, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

14. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2023 and 2022.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

14. Fair Value of Financial Instruments (Continued)

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2023 and 2022, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2023</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 780,619	\$ —	\$ —	\$ 780,619
Marketable equity securities:				
Large-cap	1,349,552	—	—	1,349,552
International	365,783	—	—	365,783
Mutual funds, open-ended:				
Short-term fixed income	10,656,322	—	—	10,656,322
Intermediate-term bond fund	3,819,947	—	—	3,819,947
High yield bond fund	36,917	—	—	36,917
Foreign bond	18,076	—	—	18,076
Government securities	7,514	—	—	7,514
Emerging markets bond	760,207	—	—	760,207
International equities	1,082,865	—	—	1,082,865
Domestic, large-cap	2,475,781	—	—	2,475,781
Domestic, small-cap	402,404	—	—	402,404
Domestic, multi alt	320,781	—	—	320,781
Real estate fund	100,553	—	—	100,553
Mutual funds, closed-ended:				
Domestic, large-cap	2,049,962	—	—	2,049,962
Domestic, mid-cap	363,413	—	—	363,413
Domestic, small-cap	161,248	—	—	161,248
Commodity	50,245	—	—	50,245
Emerging markets	5,763	—	—	5,763
International equity	13,652	—	—	13,652
Corporate and foreign bonds	—	346,373	—	346,373
Government and agency securities	—	<u>696,259</u>	—	<u>696,259</u>
	<u>\$24,821,604</u>	<u>\$1,042,632</u>	<u>\$ —</u>	<u>\$25,864,236</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 341	\$ -	\$ -	\$ 341
Marketable equity securities:				
Large-cap	97,009	-	-	97,009
Mutual funds:				
Domestic, fixed income	<u>-</u>	<u>28,893</u>	<u>-</u>	<u>28,893</u>
	<u>\$ 97,350</u>	<u>\$ 28,893</u>	<u>\$ -</u>	<u>\$ 126,243</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$531,680</u>	<u>\$ 531,680</u>
 <u>2022</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 252,648	\$ -	\$ -	\$ 252,648
Marketable equity securities:				
Large-cap	1,284,778	-	-	1,284,778
International	459,321	-	-	459,321
Mutual funds, open-ended:				
Short-term fixed income	11,649,947	-	-	11,649,947
Intermediate-term bond fund	3,547,536	-	-	3,547,536
High yield bond fund	74,590	-	-	74,590
Foreign bond	19,577	-	-	19,577
Government securities	160,713	-	-	160,713
Emerging markets bond	376,551	-	-	376,551
International equities	1,290,322	-	-	1,290,322
Domestic, large-cap	1,058,579	-	-	1,058,579
Domestic, small-cap	118,360	-	-	118,360
Domestic, multi alt	300,029	-	-	300,029
Real estate fund	178,165	-	-	178,165
Mutual funds, closed-ended:				
Domestic, large-cap	2,794,158	-	-	2,794,158
Domestic, mid-cap	481,343	-	-	481,343
Domestic, small-cap	356,821	-	-	356,821
Corporate and foreign bonds	-	287,951	-	287,951
Government and agency securities	<u>-</u>	<u>621,050</u>	<u>-</u>	<u>621,050</u>
	<u>\$24,403,438</u>	<u>\$ 909,001</u>	<u>\$ -</u>	<u>\$25,312,439</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 1,568	\$ —	\$ —	\$ 1,568
Marketable equity securities:				
Large-cap	96,378	—	—	96,378
Mutual funds:				
Domestic, fixed income	<u>—</u>	<u>32,651</u>	<u>—</u>	<u>32,651</u>
	<u>\$ 97,946</u>	<u>\$ 32,651</u>	<u>\$ —</u>	<u>\$ 130,597</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$995,184</u>	<u>\$ 995,184</u>

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2023 and 2022:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2021	\$(2,238,251)
Change in fair value	<u>1,243,067</u>
Ending balance, August 31, 2022	(995,184)
Change in fair value	<u>463,504</u>
Ending balance, August 31, 2023	<u>\$(531,680)</u>

15. Champlin Place Limited Partnership

Champlin Place Limited Partnership (the Partnership) was formed in June 2022 as a limited partnership under the laws of the State of New Hampshire. The Partnership's purpose is to acquire, own, develop, construct and/or rehabilitate, lease, manage, and operate an apartment complex to be constructed and located at 215 Rochester Hill Road, Rochester, New Hampshire, comprised of 65 residential apartments benefiting low to moderate-income households (the Project). The Project is currently nearing completion and is expected to be operational in January 2024. The Partnership's equity was contributed by its General Partner, Champlin Place, Inc., of which Easter Seals NH is the sole owner, and Housing New England Fund IV, a limited partner and unrelated party. The Partnership agreement provides for the allocation of profits and losses to the partners, proportionate to the equity contributed, as follows:

General Partner, Champlin Place, Inc. (wholly-owned by Easter Seals NH through April 2023 and 79% owned thereafter [see note 1])	0.01%
Limited Partner, Housing New England Fund IV (an unrelated party)	99.99%

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

15. Champlin Place Limited Partnership (Continued)

Capital Contributions

In 2022, Easter Seals NH, as the then sole owner of the General Partner, Champlin Place, Inc., has made its required capital contribution of \$1,742 as of August 31, 2022, which is recorded as investment in related entity in the accompanying 2023 consolidated statement of financial position. Champlin Place, Inc. is obligated to make additional capital contributions in the amount of \$150,478, which amounts are expected to be funded in January 2024.

Deferred Developer Fee

On June 30, 2022, Easter Seals NH entered into a Development Services Agreement for the Project, in which Easter Seals NH will earn up to \$2,272,940 as a development fee for its services in connection with the construction and development of the Project. Under the Development Services Agreement, \$250,000 was earned and recognized as other revenue by Easter Seals NH in the 2022 consolidated statement of activities and changes in net assets. The balance of the development fee will be earned on the date that the construction and development of the Project is substantially complete, and all dwelling units have been completed and are placed in service, with all balances to be paid prior to December 31, 2036.

Ground Lease

On June 30, 2022, Easter Seals NH entered into a ground lease with the Partnership for the land located at 215 Rochester Hill Road, Rochester, New Hampshire, with terms of 98 years from the date of execution. The Partnership will be required to pay Easter Seals NH base rent of \$37,004 per annum, commencing on January 1, 2023, and continuing on each one-year anniversary date of the lease, payable from available cash flow, as defined in the agreement. If available cash flow is insufficient to pay the full amount of the base rent for any year, the unpaid portion will accrue interest at 3.43% per annum and be payable on a cumulative basis in the first year in which there is sufficient available cash flow or capital proceeds.

Community Development Block Grant Loan and Agreements

In 2022, the City of Rochester, New Hampshire was awarded a Community Development Block Grant by the Community Development Finance Authority. In turn, the City of Rochester, New Hampshire has granted a conditional grant of \$975,000 to Easter Seals NH, which in turn will loan the funds to the Partnership to pay for site work improvements and certain construction costs of the Project through a leasehold mortgage that was executed on June 30, 2022 between Easter Seals NH and the Partnership. The loan accrues no interest and is payable to Easter Seals NH in one lump sum 30 years from the date of the note (July 2052). In the event of default of this condition, Easter Seals NH has the right to recover all of the CDBG funds expended on the Project on behalf of the New Hampshire Community Development Loan Fund. The amount of CDBG funds subject to recovery may decrease over the twenty-year period at a rate negotiated between the City of Rochester and Easter Seals NH and approved by the Community Development Finance Authority. Also as defined in the leasehold mortgage, if the Partnership performs its obligations as defined in the agreement, then repayment of the leasehold mortgage will become void, therefore requiring no repayment by the Partnership to Easter Seals NH. Because of that provision, in 2023 Easter Seals NH recognized offsetting assets and liabilities related to the \$975,000 in funding received from the City of Rochester, New Hampshire and subsequent loan to the Partnership when cash flow associated with the grant and leasehold mortgage is expected.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

15. Champlin Place Limited Partnership (Continued)

Sponsor Loan and Terms

On June 30, 2022, in order to provide additional funding to the Partnership for upcoming site work and construction costs, Easter Seals NH entered into a \$563,607 loan agreement with the Partnership. This loan bears interest at the rate of 0% and, at August 31, 2023, \$8,000 had been drawn on the loan by the Partnership. If not paid earlier, all outstanding principal and interest accrued must be repaid to Easter Seals NH on June 30, 2052. Payments of principal and interest are to be made to the extent of available cash flow, as defined in the agreement. If repayment is not made within thirty days of the maturity date, or if any payment due is not paid within thirty days of the due date, then interest will be payable on any unpaid sum at the rate of 12% per annum, compounded annually, until such amount is paid, or another means of payment is arranged.

Reimbursement Agreements

On June 30, 2022, Easter Seals NH entered into a Reimbursement Agreement with the Partnership to reimburse Easter Seals NH for all predevelopment expenses incurred by the Project that were paid by Easter Seals NH. The Partnership acknowledged and agreed that the Partnership is solely responsible to pay all project expenses not later than the date of the closing of the Partnership's construction loan for the Project, which was July 13, 2022. At August 31, 2023, Easter Seals NH was owed \$1,818,919 and \$394,316, respectively, by the Partnership, which amount is recorded within accounts receivable from related entity in the accompanying consolidated statements of financial position. The entire amount due at August 31, 2023 was paid subsequent to year end.

Further, Easter Seals NH will be paid certain amounts under a Partnership Administration Agreement, dated as of June 30, 2022 between Easter Seals NH and the Partnership, whereby Easter Seals NH will provide various administrative services in exchange for fees of \$4,875 per year beginning in 2023, increasing 3% annually beginning January 1, 2024. The administration fee is payable solely if cash flow is available and otherwise the unpaid portion is accrued and payable on a cumulative basis in the first year in which there are sufficient cash flows. No amounts were paid under this agreement in 2023.

Right of Refusal and Option Agreement

Through a Right of Refusal and Option Agreement dated June 30, 2022, the Partnership granted to Easter Seals NH certain rights of first refusal and options to purchase the Project, which, if elected, would include the 99.99% interest in the Project held by Housing New England Fund IV. As a result, Easter Seals NH has been granted an irrevocable, successive, and exclusive right of refusal to purchase the Project. Such right is exercisable for a period of 24-months beginning upon expiration of an initial 15-year compliance period, and continuing until the Partnership otherwise sells the Project.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

15. Champlin Place Limited Partnership (Continued)

Through a Right of Refusal and Opinion Agreement dated June 30, 2022, Housing New England Fund IV has the option to give written notice to Champlin Place, Inc. at any time following the end of the Credit Period, as defined, to require Champlin Place, Inc. to purchase the interest of Housing New England Fund IV for a price equal to the sum of: (i) \$100, (ii) the amount of any federal, state or local tax liability required to be paid (including, without limitation, any real estate transfer or franchise taxes), (iii) any costs incurred by Housing New England Fund IV in connection with the transfer of its interest, and (iv) all amounts then due and owing to Housing New England Fund IV or its affiliates under the agreement. Upon receipt of such written notice of the put option, Champlin Place, Inc. shall purchase such interest and make all payments required within 30 days. At the date of these consolidated financial statements, the put option was not eligible to be exercised by Housing New England Fund IV, and it is expected that the Credit Period will extend through December 31, 2034.

Guaranty Agreement

On June 30, 2022, Easter Seals NH unconditionally guaranteed due payment, performance, and fulfillment of certain obligations of the Partnership and Housing New England Fund IV. Easter Seals NH's liability is generally limited and shall not exceed \$402,000 in the aggregate, and the guaranty terminates upon the later of the 60th month anniversary of the stabilization date, as defined, and the date that the Partnership has achieved stabilized occupancy for five consecutive calendar years. However, should an operating deficit arise before the latest of permanent mortgage commencement or cost certification, as defined in the agreement, or the date the Project achieves 100% occupancy, then Easter Seals NH's obligation to advance funds to pay operating deficits shall be unlimited. At the date of these consolidated financial statements, no events or conditions have occurred that would trigger Easter Seals NH's performance under the guaranty agreement.

16. Commitments and Contingencies

Construction Commitments

Easter Seals NH has a committed construction contract totaling approximately \$684,000 at August 31, 2023. A member of the Board of Directors is an executive at the construction company. In September 2023, Easter Seals entered into a committed construction contract totaling approximately \$9,093,000 with an unrelated construction company. There were no committed construction contracts at August 31, 2022.

Contingencies

On September 18, 2020, the *Crime Victims' Rights Enhancement Act of 2020* (Act) was signed into law by the governor of New Hampshire, effectively removing the statute of limitations for filing specified claims in New Hampshire. Over the past year, Easter Seals NH has experienced an increase in notices of potential claims against it which fall under the provisions of the Act. Management of Easter Seals NH has identified insurance policies that they believe will cover any exposure and is working with legal counsel to appropriately respond to claims as they arise. No amounts have been provided in these consolidated financial statements relative to this matter.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2023

ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 8,198,636	\$ 500	\$ 18,945	\$ -	\$ -	\$ 8,218,081
Restricted cash	99,784	-	-	-	-	99,784
Short-term investments, at fair value	10,230,068	-	-	-	-	10,230,068
Accounts receivable from affiliates	-	8,602,727	791,071	-	(9,393,798)	-
Accounts receivable from related entity	1,818,919	-	-	-	-	1,818,919
Program and other accounts receivable	12,259,802	1,247,014	885,686	-	-	14,392,502
Contributions receivable, net	127,893	1,013	13	-	-	128,919
Prepaid expenses and other current assets	<u>1,374,153</u>	<u>7,355</u>	<u>23,176</u>	<u>-</u>	<u>-</u>	<u>1,404,684</u>
Total current assets	34,109,255	9,858,609	1,718,891	-	(9,393,798)	36,292,957
Assets limited as to use	1,967,140	5,148	-	-	-	1,972,288
Investments, at fair value	12,898,371	763,509	-	-	-	13,661,880
Investment in related entity	1,742	-	-	-	-	1,742
Other assets	327,763	-	-	-	-	327,763
Intangible assets	736,658	-	-	-	-	736,658
Operating lease right-of-use assets	1,554,452	515,540	581,839	-	-	2,651,831
Fixed assets, net	<u>23,185,728</u>	<u>5,313,522</u>	<u>77,087</u>	<u>-</u>	<u>-</u>	<u>28,576,337</u>
	<u>\$74,781,109</u>	<u>\$16,456,328</u>	<u>\$2,377,817</u>	<u>\$ -</u>	<u>\$ (9,393,798)</u>	<u>\$84,221,456</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 5,126,679	\$ —	\$ —	\$ —	\$ —	\$ 5,126,679
Accrued expenses	6,339,691	94,448	812	—	—	6,434,951
Accounts payable to affiliates	9,393,798	—	—	—	(9,393,798)	—
Deferred revenue	2,536,453	—	1,521	—	—	2,537,974
Current portion of operating lease liabilities	556,577	113,485	235,544	—	—	905,606
Current portion of interest rate swap agreement	15,663	—	—	—	—	15,663
Current portion of long-term debt	<u>903,137</u>	<u>118,740</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,021,877</u>
Total current liabilities	24,871,998	326,673	237,877	—	(9,393,798)	16,042,750
Other liabilities	2,207,832	5,148	—	—	—	2,212,980
Interest rate swap agreement, less current portion	516,017	—	—	—	—	516,017
Operating lease liabilities, less current portion	1,012,438	408,330	352,181	—	—	1,772,949
Long-term debt, less current portion, net	<u>12,912,760</u>	<u>3,930,851</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>16,843,611</u>
Total liabilities	41,521,045	4,671,002	590,058	—	(9,393,798)	37,388,307
Net assets:						
Without donor restrictions	27,803,279	11,194,460	1,784,632	—	—	40,782,371
With donor restrictions	<u>5,456,785</u>	<u>590,866</u>	<u>3,127</u>	<u>—</u>	<u>—</u>	<u>6,050,778</u>
Total net assets	<u>33,260,064</u>	<u>11,785,326</u>	<u>1,787,759</u>	<u>—</u>	<u>—</u>	<u>46,833,149</u>
	<u>\$74,781,109</u>	<u>\$16,456,328</u>	<u>\$2,377,817</u>	<u>\$ —</u>	<u>\$(9,393,798)</u>	<u>\$84,221,456</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2022

ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,819,630	\$ 520	\$ 17,611	\$ -	\$ -	\$14,837,761
Restricted cash	79,819	-	-	-	-	79,819
Short-term investments, at fair value	10,055,639	-	-	-	-	10,055,639
Accounts receivable from affiliates	-	9,187,000	573,894	-	(9,760,894)	-
Accounts receivable from related entity	394,316	-	-	-	-	394,316
Program and other accounts receivable	8,063,145	941,833	743,663	-	-	9,748,641
Contributions receivable, net	171,994	259	-	-	-	172,253
Prepaid expenses and other current assets	<u>892,299</u>	<u>2,070</u>	<u>13,540</u>	<u>-</u>	<u>-</u>	<u>907,909</u>
Total current assets	34,476,842	10,131,682	1,348,708	-	(9,760,894)	36,196,338
Assets limited as to use	1,834,925	2,520	-	-	-	1,837,445
Investments, at fair value	12,622,311	797,044	-	-	-	13,419,355
Investment in related entity	1,742	-	-	-	-	1,742
Other assets	349,154	-	-	-	-	349,154
Fixed assets, net	<u>18,914,210</u>	<u>8,214,080</u>	<u>87,953</u>	<u>-</u>	<u>-</u>	<u>27,216,243</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ -</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,538,018	\$ —	\$ —	—	\$ —	\$ 2,538,018
Accrued expenses	6,381,470	69,089	—	—	—	6,450,559
Accounts payable to affiliates	9,760,894	—	—	—	(9,760,894)	—
Deferred revenue	4,055,463	527,793	15,389	—	—	4,598,645
Current portion of interest rate swap agreement	579,174	—	—	—	—	579,174
Current portion of long-term debt	<u>901,994</u>	<u>114,968</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,016,962</u>
Total current liabilities	24,217,013	711,850	15,389	—	(9,760,894)	15,183,358
Other liabilities	2,127,802	2,520	—	—	—	2,130,322
Interest rate swap agreement, less current portion	416,010	—	—	—	—	416,010
Long-term debt, less current portion, net	<u>11,817,107</u>	<u>6,043,899</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>17,861,006</u>
Total liabilities	38,577,932	6,758,269	15,389	—	(9,760,894)	35,590,696
Net assets:						
Without donor restrictions	24,296,543	11,786,295	1,368,028	—	—	37,450,866
With donor restrictions	<u>5,324,709</u>	<u>600,762</u>	<u>53,244</u>	<u>—</u>	<u>—</u>	<u>5,978,715</u>
Total net assets	<u>29,621,252</u>	<u>12,387,057</u>	<u>1,421,272</u>	<u>—</u>	<u>—</u>	<u>43,429,581</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ —</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2023

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 845,518	\$ 36,048	\$ 45,308	\$ -	\$ -	\$ 926,874
Special events, net	852,246	32,403	32,435	-	-	917,084
Annual campaigns, net	303,914	63,177	4,226	-	-	371,317
Bequests	<u>141,913</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>141,913</u>
Total public support	2,143,591	131,628	81,969	-	-	2,357,188
Revenue:						
Fees and tuition	59,290,826	5,813,319	7,460,477	-	(50,261)	72,514,361
Grants	28,567,311	4,537,713	534,090	-	-	33,639,114
Gain on extinguishment of debt	750,000	-	-	-	-	750,000
Dividend and interest income	1,464,806	34,433	-	-	-	1,499,239
Rental income	28,892	-	-	-	-	28,892
Intercompany revenue	1,856,432	-	-	-	(1,856,432)	-
Other	<u>134,801</u>	<u>4</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>134,805</u>
Total revenue	<u>92,093,068</u>	<u>10,385,469</u>	<u>7,994,567</u>	<u>-</u>	<u>(1,906,693)</u>	<u>108,566,411</u>
Total public support and revenue	94,236,659	10,517,097	8,076,536	-	(1,906,693)	110,923,599
Operating expenses:						
Program services:						
Public health education	18,834	-	-	-	-	18,834
Professional education	147,597	-	-	-	-	147,597
Direct services	<u>77,804,329</u>	<u>9,985,452</u>	<u>6,821,585</u>	<u>-</u>	<u>(50,261)</u>	<u>94,561,105</u>
Total program services	77,970,760	9,985,452	6,821,585	-	(50,261)	94,727,536

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Supporting services:						
Management and general	\$10,704,871	\$ 1,096,826	\$ 760,752	\$ -	\$ (1,856,432)	\$ 10,706,017
Fundraising	<u>2,213,847</u>	<u>25,441</u>	<u>127,712</u>	<u>-</u>	<u>-</u>	<u>2,367,000</u>
Total supporting services	<u>12,918,718</u>	<u>1,122,267</u>	<u>888,464</u>	<u>-</u>	<u>(1,856,432)</u>	<u>13,073,017</u>
Total functional expenses	90,889,478	11,107,719	7,710,049	-	(1,906,693)	107,800,553
Support of National programs	<u>166,882</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>166,882</u>
Total operating expenses	<u>91,056,360</u>	<u>11,107,719</u>	<u>7,710,049</u>	<u>-</u>	<u>(1,906,693)</u>	<u>107,967,435</u>
Increase (decrease) in net assets from operations	3,180,299	(590,622)	366,487	-	-	2,956,164
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	463,504	-	-	-	-	463,504
Net unrealized and realized gains on investments, net	(11,715)	(11,109)	-	-	-	(22,824)
Decrease in fair value of beneficial interest in trust held by others	(4,353)	-	-	-	-	(4,353)
Loss on sales and disposals of fixed assets	<u>11,077</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,077</u>
	<u>458,513</u>	<u>(11,109)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>447,404</u>
Total increase (decrease) in net assets	3,638,812	(601,731)	366,487	-	-	3,403,568
Net assets (deficit) at beginning of year	<u>29,621,252</u>	<u>12,387,057</u>	<u>1,421,272</u>	<u>-</u>	<u>-</u>	<u>43,429,581</u>
Net assets (deficit) at end of year	<u>\$33,260,064</u>	<u>\$11,785,326</u>	<u>\$1,787,759</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,833,149</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,014,261	\$ 87,404	\$ 28,492	\$ 3,570	\$ -	\$ 1,133,727
Special events, net	1,951,633	29,142	(327)	(5,129)	-	1,975,319
Annual campaigns, net	242,613	1,555	4,404	454	-	249,026
Bequests	<u>4,160</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,160</u>
Total public support	3,212,667	118,101	32,569	(1,105)	-	3,362,232
Revenue:						
Fees and tuition	49,164,160	5,951,665	6,796,612	65,805	(63,622)	61,914,620
Grants	27,738,493	3,175,912	571,852	143,893	-	31,630,150
Gain on extinguishment of debt	5,531,044	3,595,084	51,164	72,708	-	9,250,000
Dividend and interest income	814,161	32,880	-	116	-	847,157
Rental income	31,762	-	-	-	-	31,762
Intercompany revenue	1,860,214	-	-	-	(1,860,214)	-
Other	<u>391,445</u>	<u>390</u>	<u>2,817</u>	<u>-</u>	<u>-</u>	<u>394,652</u>
Total revenue	<u>85,531,279</u>	<u>12,755,931</u>	<u>7,422,445</u>	<u>282,522</u>	<u>(1,923,836)</u>	<u>104,068,341</u>
Total public support and revenue	88,743,946	12,874,032	7,455,014	281,417	(1,923,836)	107,430,573
Operating expenses:						
Program services:						
Public health education	26,267	-	-	-	-	26,267
Professional education	160,997	-	-	-	-	160,997
Direct services	<u>67,751,508</u>	<u>10,563,928</u>	<u>6,752,825</u>	<u>264,512</u>	<u>(85,132)</u>	<u>85,247,641</u>
Total program services	67,938,772	10,563,928	6,752,825	264,512	(85,132)	85,434,905

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,484,776	\$ 1,105,551	\$ 710,875	\$ 30,713	\$(1,838,704)	\$ 9,493,211
Fundraising	<u>2,053,912</u>	<u>24,250</u>	<u>51,860</u>	<u>24,577</u>	<u>—</u>	<u>2,154,599</u>
Total supporting services	<u>11,538,688</u>	<u>1,129,801</u>	<u>762,735</u>	<u>55,290</u>	<u>(1,838,704)</u>	<u>11,647,810</u>
Total functional expenses	79,477,460	11,693,729	7,515,560	319,802	(1,923,836)	97,082,715
Support of National programs	<u>130,276</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>130,276</u>
Total operating expenses	<u>79,607,736</u>	<u>11,693,729</u>	<u>7,515,560</u>	<u>319,802</u>	<u>(1,923,836)</u>	<u>97,212,991</u>
Increase (decrease) in net assets from operations	9,136,210	1,180,303	(60,546)	(38,385)	—	10,217,582
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	1,243,067	—	—	—	—	1,243,067
Net unrealized and realized losses on investments, net	(3,081,646)	(163,551)	—	(1,035)	—	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	11,278	—	—	—	—	11,278
Loss on sales, disposal and impairment of fixed assets	<u>(55,771)</u>	<u>(1,881,569)</u>	<u>(2,604)</u>	<u>(1,151)</u>	<u>—</u>	<u>(1,941,095)</u>
	<u>(1,883,072)</u>	<u>(2,045,120)</u>	<u>(2,604)</u>	<u>(2,186)</u>	<u>—</u>	<u>(3,932,982)</u>
Total increase (decrease) in net assets before effects of dissolution of affiliate	7,253,138	(864,817)	(63,150)	(40,571)	—	6,284,600
Dissolution of an affiliate	<u>(3,934,851)</u>	<u>—</u>	<u>(2,861)</u>	<u>3,937,712</u>	<u>—</u>	<u>—</u>
Total increase (decrease) in net assets	3,318,287	(864,817)	(66,011)	3,897,141	—	6,284,600
Net assets (deficit) at beginning of year	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>—</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$29,621,252</u>	<u>\$12,387,057</u>	<u>\$1,421,272</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 43,429,581</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2023

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Salaries and related expenses	\$66,392,788	\$ 7,358,091	\$6,006,342	\$ -	\$ -	\$ 79,757,221
Professional fees	11,560,471	2,113,838	830,368	-	(1,856,432)	12,648,245
Supplies	1,736,449	450,352	42,655	-	-	2,229,456
Telephone	607,196	79,626	76,852	-	-	763,674
Postage and shipping	39,002	889	24,532	-	-	64,423
Occupancy	2,727,997	453,018	317,250	-	-	3,498,265
Outside printing, artwork and media	37,877	-	13,089	-	-	50,966
Travel	1,562,364	17,453	193,104	-	(14,221)	1,758,700
Conventions and meetings	174,310	114,459	8,164	-	-	296,933
Specific assistance to individuals	1,533,890	8,451	47,994	-	(36,040)	1,554,295
Dues and subscriptions	48,344	856	319	-	-	49,519
Minor equipment purchases and equipment rentals	242,674	24,460	13,716	-	-	280,850
Ads, fees and miscellaneous	1,033,220	71,759	102,255	-	-	1,207,234
Interest	644,467	146,371	-	-	-	790,838
Depreciation and amortization	1,573,429	268,096	33,409	-	-	1,874,934
Grant expense	<u>975,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>975,000</u>
	<u>\$90,889,478</u>	<u>\$11,107,719</u>	<u>\$7,710,049</u>	<u>\$ -</u>	<u>\$(1,906,693)</u>	<u>\$ 107,800,553</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Salaries and related expenses	\$59,016,148	\$ 7,909,493	\$6,054,385	\$164,839	\$ -	\$73,144,865
Professional fees	9,956,300	1,828,032	772,153	47,970	(1,838,704)	10,765,751
Supplies	1,402,773	435,168	29,343	507	-	1,867,791
Telephone	555,548	95,972	74,650	6,333	-	732,503
Postage and shipping	44,949	1,615	14,919	-	-	61,483
Occupancy	2,055,257	522,398	293,049	14,515	-	2,885,219
Outside printing, artwork and media	47,301	-	399	-	-	47,700
Travel	1,419,777	35,458	143,244	2,657	(46,054)	1,555,082
Conventions and meetings	116,866	44,568	3,625	15	-	165,074
Specific assistance to individuals	1,681,563	12,718	50,891	80,759	(39,078)	1,786,853
Dues and subscriptions	31,475	(2,275)	135	-	-	29,335
Minor equipment purchases and equipment rentals	228,853	18,230	3,334	1,255	-	251,672
Ads, fees and miscellaneous	885,403	78,016	41,875	104	-	1,005,398
Interest	562,621	217,532	-	-	-	780,153
Depreciation and amortization	<u>1,472,626</u>	<u>496,804</u>	<u>33,558</u>	<u>848</u>	<u>-</u>	<u>2,003,836</u>
	<u>\$79,477,460</u>	<u>\$11,693,729</u>	<u>\$7,515,560</u>	<u>\$319,802</u>	<u>\$(1,923,836)</u>	<u>\$97,082,715</u>

* Includes Champlin Place, Inc.



2024 Board of Directors

Chairman

Bryan Bouchard

Past Chairman

Andrew MacWilliam

Vice Chairman

Thomas Sullivan

Treasurer

Paul Voegelin

Secretary & General Counsel

Bradford Cook

Ajay Arigala

Gregory Baxter, MD

Matthew Boucher

Jo Brown

Rick Courtemanche

Eddie Edwards

Ryan Fox

Linda James

William Lambrukos

Susan Martore-Baker

Tracey Pelton

Richard Rawlings

Nathan Saller

Sgt. Amanda Smith

Sanjeev Srinivasan

Tim Wade

Rob Wiczorek

CATHY KUHN, PhD

STRATEGIST | COMMUNITY RELATIONS | NONPROFIT MANAGEMENT

Agile, innovative leader with a proven record of accomplishments, creating long-standing trust and respect from executives, staff, key stakeholders, and media. Results-oriented professional with a natural ability to motivate others to achieve desired outcomes. Knowledgeable and articulate advocate with a proven track record of results

Signature Achievements & Competencies

- Doubled budget of the Metropolitan Housing Coalition in one year with private foundation grants and contracts.
- Managed over \$4 million in local, federal and state funding sources at Families in Transition. Secured over \$400,000 in private foundation grants in 2019, over \$500,000 in private foundation grants in 2018, as well as a new federal grant for \$1.5 million over five years.
- Provided strategic direction for all agency activities including Emergency Shelter and Housing Services, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Served as subject matter expert on the issue of homelessness across the state of New Hampshire. Currently serve as subject matter expert for TV, radio and print media on a range of issues related to safe and affordable housing in Louisville, KY.
- Develop and foster strong relationships with city, state, federal and corporate partners.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed by Governor Hassan and Governor Sununu.

PROFESSIONAL HIGHLIGHTS

EXECUTIVE DIRECTOR

Metropolitan Housing Coalition Louisville, KY | October 2020 - Present

- Responsible for all aspects of agency operations including board development and engagement, financial management and forecasting; fundraising; strategic planning; communications and marketing; outcomes and evaluation.
- Leader in advocacy regarding all aspects of affordable housing including fair housing; vacant and abandoned properties; land development code reform; utility insecurity.
- Led successful application for national affordable housing learning collaborative. Louisville was 1 in 8 cities selected for participation in the Housing Solutions Collaborative in partnership with over 10 local organizations.
- Received \$120,000 research grant to investigate interventions to reduce the high rate of evictions in Louisville.
- Serve as local expert on issues related to affordable housing, participating on dozens of local housing committees and panels, as well as key spokesperson for TV, print, and radio media.

PROFESSIONAL HIGHLIGHTS - CONTINUED

HOUSING DEVELOPMENT CONSULTANT

Easter Seals NH, VT and ME | January-July 2021

- Provide consultation to Easter Seals NH on acquisition of new permanent supportive housing projects for people experiencing homeless in New Hampshire.
- Provide assistance to Easter Seals NH on the development of new affordable housing in Northern New England.
- Provide consultation to Easter Seals NH on Property Management processes and funding compliance.

PROFESSIONAL HIGHLIGHTS - CONTINUED

CHIEF STRATEGY OFFICER/INTERIM TEAM EXECUTIVE DIRECTOR

Families in Transition Manchester, NH | Oct 2019-June 2020

VP, Research and Training (2009-2019) Director, Housing Development (2007-2008)

- Appointed Interim Team Leader after departure of agency founder in October 2019. Assigned supervisory responsibilities for staff and departments formerly supervised by the former President including Property Maintenance and Housing Development, Resource Development, and Marketing and Communications.
- Led the agency through the COVID-19 pandemic, successfully and immediately standing up the city's only decompression and quarantine site for people experiencing homelessness. Ensured a safe working environment for all staff and a safe living environment for over 500+ people per night.
- Core member of senior management team providing strategic direction and operational management for organization with \$13M budget and 200+ staff, operating programs in four cities and towns in New Hampshire.
- Provided strategic direction for Emergency Shelter and Housing Intake, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Acted as agency spokesperson.
- Led fundraising, construction and programmatic development of new emergency shelters and permanent supportive housing programs across New Hampshire.
- Acted as the direct supervision to 11 staff at all levels ranging from senior management, mid-management, frontline, administration and 1 VISTA (Volunteer in Service to America).
- Provided strategic guidance in the merger of the organization with another large nonprofit and provided oversight for the rebranding process.
- Successfully started Housing Benefits, an independent Community Housing Development Organization (CHDO) and ensured compliance with 501c3 and CHDO requirements.
- Managed the maintenance and administration of existing and new housing projects.
- Led agency evaluation efforts on existing programs and services to ensure fidelity with evidence-based models.
- Led high quality training and educational forums for both staff and citizens on existing research regarding homelessness and the provision of evidence based practices.

PROFESSIONAL HIGHLIGHTS - CONTINUED

DIRECTOR

New Hampshire Coalition to End Homelessness | 2012-2020

- Established, developed and managed agency Board of Directors.
- Led statewide advocacy activities in the response to COVID-19 highlighting the need for shelter decompression, isolation and quarantine locations, testing, and PPEs for staff and people experiencing homelessness in NH.
- Served as subject matter expert on the issue of homelessness across the state.
- Developed and authored annual report on the State of Homelessness in New Hampshire.
- Management of all programmatic and financial affairs of the agency including strategic planning and implementation of new programming.
- Created and implemented the Granite Leaders Program, a six month leadership training program for people with histories of homelessness interested in leadership opportunities in their communities.
- Provided trainings on trauma informed services and other best practices in service provision for people experiencing homelessness.
- Researched and authored Community Analyses of Housing and Homelessness, Wakefield, NH. 2018
- Developed and implemented marketing strategies and public awareness activities.
- Identified and led statewide collaborations and innovations in homeless services, including the establishment of the NH Homeless Advocate Leader Collaborative.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed under Governor Hassan and Governor Sununu.
- Led state and local advocacy efforts including public testimony at legislative hearings.
- Founded Research Program Facilitating Research on Homelessness with faculty and students in institutions of higher learning across NH.

PROFESSIONAL HIGHLIGHTS - CONTINUED

ADJUNCT PROFESSOR

**St Anselm College, Southern New Hampshire University, New Hampshire Technical Institute
Manchester and Concord, NH | 2006 - Present**

- Courses taught include: Social and Professional Issues in Human Services; Introduction to Sociology; Poverty and Social Welfare Policy; Sociology of Gender; Social Stratification; Race and Ethnicity; Family and Society.
- Consistently receive high evaluations from students of all backgrounds and abilities.

Additional Achievements, Education & Board Service, Continued Page 3

PROFESSIONAL HIGHLIGHTS - CONTINUED

**UNITED STATES PEACE CORPS VOLUNTEER
PANAMA | 1997-1999**

- Environmental Education Instructor, Grades K-5.

EDUCATION & PROFESSIONAL DEVELOPMENT

Ph.D. Sociology/Urban Studies, July 2006

Michigan State University

Master of Science, Resource Development/Urban Studies, May 2001

Michigan State University

Bachelor of Science, *cum laude*, Environmental Studies, May 1995

Rollins College, Winter Park, FL

BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS

Co-Author of Chapter in Forthcoming Book. Oxford University Press comprehensive, interdisciplinary volume on hope. "Hope and Homelessness." with Therese Seibert, PhD | May 2021-Present.

Awardee, 2020 Home Matters in NH Award for Affordable Housing and Ending Homelessness Advocacy in NH. | December 16, 2020.

Chair, NH Governor's Interagency Council on Homelessness | 2016 – August 2020.

Vice Chair, Manchester Continuum of Care | 2017-August 2020.

Governing Council Member, Housing Action New Hampshire | 2016– August 2020.

Member, Housing and Community Development Planning Committee | 2018-August 2020.
New Hampshire Housing and Finance Authority

Board Member, Concord Coalition to End Homelessness | 2014-2016

Graduate, Leadership New Hampshire | Class of 2019

Awardee, NH Union Leader 40 Under Forty | Class of 2012

Recognizing young leaders making a difference in the state.

Interviewee, Movers & Shakers iHeartRADIO Show | June 2020

A series of interviews of leaders from all over the country

Guest on NHPR's The Exchange Radio Show | 2013, 2014, 2015, 2016 and 2019.

Guest on KY Radio Alliance Show | 2021

BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS, CONTINUED

Guest on Louisville Public Media's *In Conversation* Radio Show | September 2021

Subject Matter Expert

Appearance in TV and print media sources including
WMUR, NH1, Union Leader, Seacoast Online, HIPPO, Manchester Ink Link,
NH Business Review, Laconia Daily Sun, Christian Science Monitor, AP, Courier Journal, Louisville Public Media, Spectrum
News, etc.de

Amy Joslin

Experienced Leader
Operations Excellence
Green Belt

Personal Info

Green Belt Projects

Created Travel Clinic

Maternal Mental Health
Safety Bundle for
inpatient and
outpatient setting

Master Connections
Associates Training for
ambulatory practices

Established Center for
Women's Health &
Wellness

Additional Activities

SURT (Substance Use
Resource Team)

Champion

"It's About Dignity" Led
drive raising 1,780 items
for GATHER Seacoast

Seacoast Cancer Center
5K Ambassador and
Team Captain

Seacoast Mom & Baby
Festival

WERZ Bridal Showcase

Dynamic operations and strategic professional offering 25+ years of experience building and growing multi-provider centers of care with focus on patient experience, cost-saving solutions, streamlining resources, workflows and problem solving. Integrity-driven and highly organized change agent.

Experience

Senior Vice President Practice Management- Easterseals NH/VT & Farnum Center January 2023-
Current

- Established short-term and long-term objectives to increase process efficiency.
- Facilitated Compliance efforts for billing, internal and external audits and policy creation
- Implemented workflows following best practice models for outpatient care
- Instituted KPI and industry utilization standard metrics
- Identification of process gaps and implementation of sustainable procedures
- Identified areas of opportunity for revenue recovery and expense reduction

**Practice Manager III- Wentworth Health Partners OB/GYN & Infertility
and Center for Women's Health & Wellness** March 2017-
December 2022

- Transformed 4.7 FTE Provider practice to 18.1 FTE Provider practice with two locations.
 - Exceeded strategic goals for growth, patient visits by 316%, new obstetric panel by 472% and deliveries by 276%. Integrated nutrition, behavioral health, health coaching and nurse navigation for high risk and fertility. Net revenue growth from \$1.5 million to \$5.5 million.
- Developed and implemented patient safety and education measures
- Facilitated integration of Physicians from Mass General Hospital Maternal Fetal Medicine, Gynecology Oncology and Urogynecology, to complement existing service.
- Spearheaded initiatives to transform clinical and clerical operations.
- Repurposed space during Covid-19 to operationalize Covid Hotline for community questions, symptom triage, scheduling and resulting tests. Collaboration with Surgical Services for pre-surgical screening and planning. 28 nurses, 4 locations. Fielded over 6,700 incoming calls.
- Financial reporting and data analysis

Practice Manager-Coastal Neurology Services, Inc. October 2000-
March 2017

- Created budget and accounting practices for private practice.
 - Tax reporting, vendor contracting, medical billing, A/R, A/P, appeals, created fee schedule, benchmarking, and reporting, corporate documents
- Human resources
 - Retirement, profit sharing, cafeteria plans, created performance evaluation tool and process, physician credentialing
- Facilitated Clinical Trials for Alzheimer's, Multiple Sclerosis, Lambert-Eaton Syndrome, Parkinson's Disease. Psychometrician for Elan Alzheimer's Study
- Staffing recruiter for Wentworth Health Partners practices. Facilitation and inclusion of 200+ interviews for clerical, clinical and provider staffing.
- Patient flow and capacity management
- Initiation of Compliance and HIPAA program

Education and Additional Training

- Granite State College-Associates in Business Management, magna cum laude
- Operations Excellence Green Belt Certified
- Master Connections Associates (Ritz Carleton) Facilitator
- CITI Program-Human Subjects Research Biomedical Research Basic
- CRST (Clinical Research Training)-Coordination of Clinical Trials

ALEXANDRA H. HAMEL, MA, MLADC

Employment:

Director of Compliance and Clinical Performance

2/2021-Current

Farnum Center, Manchester, NH

Conduct regular audits of inpatient and outpatient clinical records ensuring compliance with regulatory requirements. Ensure contractual, licensing and accreditation requirements in regards to clinical documentation service delivery. Provision of staff training on clinical documentation, service delivery and contractual or regulatory expectations. Internal consultant for other managers and staff on clinical compliance requirements. Participate in regular Quality Improvement Meetings. Oversee processes and standards for staff development, such as CRSW and LADC/MLADC supervision. Manage external record audits and inspections. Provide supervision of clinical staff to include training as applicable, ensuring compliance with state and federal regulations, CARF standards, clinical, corporate policies, and procedures. Monitor treatment program implementation, working with leadership team on strategies for improvement. Provide guidance to Data Analyst in optimizing use of the EHR and electronic means of tracking, analyzing, and reporting data.

Director of Clinical Services

Keystone Hall, Nashua, NH

Director of Clinical Services

Director Program Services

2017 – 2/2021

Oversee daily operations 64 bed residential program, review and monitor contract utilization, monitor program compliance with local, state, and federal regulations, review and monitor CARF accreditation standards. Develop corrective action plans as needed. Engage in program development and operational changes. Assist in management of internal Policies and Procedures. Monitor efficacy of programming, and clinical services to all programs. Maintain and prepare data for annual reports and Audits. Provide individual and group supervision. Review clinical documentation for ASAM levels of care. Assist with utilization reviews. Assist with staff Licensing process. Participate agency QA committee. WITS trained administrator. *Director Program Services:* Over saw contracted programs within Keystone Hall and affiliate programs through Partnership. Managed staffing, providing supervision for contracted programs to include programs, supporting pregnant and parenting women. Provide support/ supervision to Outpatient clinicians. Prepare monthly reports, maintaining state compliance with federal, state, and local regulations. Provide supervision and program oversight to Substance use treatment program within HCDOC. Complete agency Audits/Data collections. Participate QA committee. Involved in community events, trainings.

Director of Residential Services

2012-2017

Oversee daily operations 64 bed residential program. Providing supervision, support, assisting with policy, procedures and contract compliance. Provide guidance and supervision for staff working towards licensure/certification. Provide clinical and group supervision to support staff. Maintain effective communication with referring agencies. Completed Insurance reviews, On Call for clinical emergency response for residential services. Participated in CARF accreditation process. Monitor CARF compliance.

Milieu Supervisor

2004-2012

Served as admission coordinator of 28 bed milieu, over saw screenings, admissions, case management. Over saw implementation of guidelines and development policies and procedures. Group facilitator, evidence-based groups. On call support for residential staff. Hire and train staff. Participant community and agency committees, to include Greater Nashua Continuum of care. Liaison with community and referral resources.

ALEXANDRA H. HAMEL, MA, MLADC

Adjunct Professor 2013-current
New Hampshire Technical Institute, Concord, NH

Interim Mentoring Coordinator/Intern 2001-2003
Teen Resource Exchange, Derry NH
Completed internship and hired, providing prevention information, group work, outreach to High school age students with identified substance use disorder. Completed Substance use assessments, collaborated with areas agencies in community outreach.

Substitute Teacher/Special Education Paraprofessional 1998-2003
Weare Middle School, Weare, NH
Substitute teacher/Academic paraprofessional grades 5-8.

Special Education Secretary/Substitute teacher 1994-1996
Maintained special education records in compliance with state standards. Assistant to Director Special Education Programs.

Substitute teacher/Special Education Aide 1984-1994
Worked within the Weare school district as substitute teacher and special education aide. Coordinated and implemented high school curriculum for home bound student school year 1986-87.

Education

Master of Arts: Counseling Psychology 2008
Antioch University, Keene, NH

Associate of Science Addictions Counseling 2003
New Hampshire Technical Institute, Concord, NH

Relevant License/Boards

Master Licensed Alcohol and Drug Counselor (MLADC # 0802) State of New Hampshire
New Hampshire Alcohol Drug Abuse Association (NHADACA): Board Member 2015-2022
NHADACA Past Board member 2002-2008
NH Licensing Peer Review Board- 6/2017-7/2018
NH Board of Licensing for Alcohol & other Drug Use Professionals: term 2018-current

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: Manchester Alcohol Rehabilitation Center, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Catherine Kuhn	Chief Operating Officer	\$0.00	\$205,100.00
Amy Joslin	SVP Practice Management / Interim SVP Farnum	\$58,958.11	\$133,900.00
Alexandra Hamel	Director of Compliance and Clinical Performance, Substance Use Treatment Services	\$51,010.33	\$115,849.76



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

48

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

August 28, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed in **Bold** below for Substance Use Disorder Treatment and Recovery Support Services, by exercising contract renewal options by extending the completion dates from September 29, 2023 to June 30, 2025 and increasing the total price limitation by \$15,331,072 from \$15,703,407 to \$31,034,479 and, effective September 29, 2023, upon Governor and Council approval. 62.33% Federal Funds. 11.68% General Funds. 25.99% Other Funds (Governor's Commission):

The original contracts were approved by Governor and Council on October 13, 2021, items #30 and #38C, amended on March 23, 2022, item #35, and most recently amended on December 21, 2022, item #29.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Belonging Medical Group, PLLC (Hanover, NH)	334662-B001	Statewide	\$562,794	\$0	\$562,794
Bridge Street Recovery, LLC (Bennington, NH)	341988-B001	Statewide	\$1,052,232	\$360,596	\$1,412,828
The Cheshire Medical Center (Keene, NH)	155405-B001	Statewide	\$413,728	\$180,000	\$593,728
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health (Nashua, NH)	154112-B001	Statewide	\$490,666	\$320,000	\$810,666

Dismas Home of New Hampshire, Inc. (Manchester, NH)	290061-B001	Statewide	\$1,303,516	\$1,118,145	\$2,421,661
Families In Transition (Formerly known as: FIT/NH, Inc.) (Manchester, NH)	167730-B001	Statewide	\$2,960,216	\$1,750,000	\$4,710,216
Grafton County New Hampshire (North Haverhill, NH)	177397-B003	Statewide	\$464,325	\$850,000	\$1,314,325
Headrest (Lebanon, NH)	175226-B001	Statewide	\$805,107	\$710,000	\$1,515,107
Hope on Haven Hill, Inc. (Somersworth, NH)	275119-B001	Statewide	\$1,589,409	\$1,372,175	\$2,961,584
Manchester Alcoholism Rehabilitation Center (Manchester, NH)	177204-B001	Statewide	\$4,715,348	\$7,325,156	\$12,040,504
South Eastern New Hampshire Alcohol and Drug Abuse Services (Dover, NH)	155292-B001	Statewide	\$1,346,066	\$1,345,000	\$2,691,066
		Total:	\$15,703,407	\$16,331,072	\$31,034,479

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to extend the expiration date and increase funding for the Contractors to continue providing substance use treatment services.

While insurance payments, including Medicaid, cover some of the cost of treating individuals, it does not cover the overall cost of providing treatment services. Through a cost-reimbursement model, these providers will be reimbursed for allowable expenses related to providing these services, such as the cost of materials, facilities management, and administrative costs. These funds also fill in the gaps for when individuals are uninsured or underinsured.

Approximately 3,574 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractors will continue to provide a comprehensive range of treatment services accessible statewide. These services encompass individual and group outpatient services, intensive outpatient services, partial hospitalization, ambulatory and medically monitored withdrawal management services, transitional living services, and high and low intensity residential treatment services. Additionally, specialized residential services and integrated medications for substance use disorders are also provided. These Contractors ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which increase individuals' abilities to achieve and maintain recovery.

The Department will continue to monitor services through monthly, quarterly, and annual reporting, as well as through audits by the Department of individual providers. An annual evaluation of all Bureau of Drug and Alcohol Services funded providers looks at all data, including demographic and outcome data, to ensure:

- Services provided reduce the negative impacts of substance misuse.
- Contractors make continuing care, transfer, and discharge decisions based on ASAM Criteria.
- Contractors treat individuals using evidence-based practices and follow best practices with fidelity.
- Contractors achieve initiation, engagement, and retention goals as detailed in the agreements.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1. of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year and nine (9) months of the four (4) years available.

Should the Governor and Executive Council not authorize this request, individuals in need of substance use disorder and recovery support services may have reduced access to services, which increases the likelihood of having to be placed on a waitlist to access care. A lapse in timely treatment or recovery supports may impact the individual, but also has potential consequences for families and communities as well, such as an increase in homelessness, unemployment, and incarceration.

Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, Assistance Listing Number # 93.959, FAIN #'s T1083464, T1084659, T1083955, T1085821, and TBD; and State Opioid Response Grant, Assistance Listing Number # 93.788, FAIN #'s T1083326 and T1085759, and TBD.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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

Belonging Medical Group

334662-B001

PO 1084542

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	92058501	\$215,856	\$0	\$215,856
2023	074-500589	Welfare Assistance	92058501	\$280,618	\$0	\$280,618
2024-Q1	074-500589	Welfare Assistance	92058501	\$66,320	\$0	\$66,320
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$0	\$0
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$0	\$0
Sub-total				\$562,794	\$0	\$562,794

Bridge Street Recovery, LLC

341888-B001

PO 1084957

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$303,955	\$0	\$303,955
2023	074-500589	Welfare Assistance		\$470,179	\$0	\$470,179
2024-Q1	074-500589	Welfare Assistance		\$40,498	\$0	\$40,498
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$7,390	\$7,390
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$9,853	\$9,853
Sub-total				\$814,832	\$17,243	\$831,875

Cheshire Medical Center/Dartmouth

155405-B001

PO 1083175

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$60,015	\$0	\$60,015
2023	074-500589	Welfare Assistance		\$59,496	\$0	\$59,496
2024-Q1	074-500589	Welfare Assistance		\$13,122	\$0	\$13,122
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$24,613	\$24,613
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$32,818	\$32,818
Sub-total				\$132,633	\$57,431	\$190,064

CC of Nashua/Greater

154112-B001

PO 1083753

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$28,144	\$0	\$28,144
2023	074-500589	Welfare Assistance		\$99,174	\$0	\$99,174
2024-Q1	074-500589	Welfare Assistance		\$29,606	\$0	\$29,606
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$43,758	\$43,758
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$58,343	\$58,343

Sub-total				\$157,124	\$102,101	\$259,225
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Dismas Home 290061-B001 PO 1083177

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$136,794	\$0	\$136,794
2023	074-500589	Welfare Assistance		\$344,159	\$0	\$344,159
2024-Q1	074-500589	Welfare Assistance		\$13,981	\$0	\$13,981
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$42,857	\$42,857
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$57,143	\$57,143
Sub-total				\$494,934	\$100,000	\$594,934

Families in Transition 157730-B001 PO 1083185

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$143,114	\$0	\$143,114
2023	074-500589	Welfare Assistance		\$362,283	\$0	\$362,283
2024-Q1	074-500589	Welfare Assistance		\$13,047	\$0	\$13,047
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$67,629	\$67,629
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$90,173	\$90,173
Sub-total				\$518,444	\$157,802	\$676,246

Grafton Cty 177397-B003 PO 1086987

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$64,632	\$0	\$64,632
2023	074-500589	Welfare Assistance		\$69,395	\$0	\$69,395
2024-Q1	074-500589	Welfare Assistance		\$14,827	\$0	\$14,827
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$116,231	\$116,231
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$154,974	\$154,974
Sub-total				\$148,854	\$271,205	\$420,059

Headrest, Inc. 175226-B001 PO 1083186

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$28,063	\$0	\$28,063
2023	074-500589	Welfare Assistance		\$43,917	\$0	\$43,917
2024-Q1	074-500589	Welfare Assistance		\$10,390	\$0	\$10,390
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$74,376	\$74,376
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$99,168	\$99,168
Sub-total				\$80,370	\$173,544	\$253,914

Hope on Haven Hill 275119-B001

PO 1083183

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$142,902	\$0	\$142,902
2023	074-500589	Welfare Assistance		\$332,570	\$0	\$332,570
2024-Q1	074-500589	Welfare Assistance		\$10,965	\$0	\$10,965
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$182,368	\$182,368
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$243,158	\$243,158
Sub-total				\$486,437	\$425,526	\$911,963

Manchester Alcohol Rehab Center.

177204-B001

PO 1083184

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$166,941	\$0	\$166,941
2023	074-500589	Welfare Assistance		\$234,976	\$0	\$234,976
2024-Q1	074-500589	Welfare Assistance		\$50,208	\$0	\$50,208
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$1,006,113	\$1,006,113
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$1,341,484	\$1,341,484
Sub-total				\$452,125	\$2,347,597	\$2,799,722

Southeastern NH Alcohol & Drug

155292-B001

PO 1083180

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$34,142	\$0	\$34,142
2023	074-500589	Welfare Assistance		\$36,020	\$0	\$36,020
2024-Q1	074-500589	Welfare Assistance		\$7,696	\$0	\$7,696
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$142,522	\$142,522
2025	074-500589	Grants for Public Asst & Relief	92058501	\$0	\$190,029	\$190,029
Sub-total				\$77,858	\$332,551	\$410,409
SUB TOTAL GOV COMM				\$3,926,205	\$3,985,000	\$7,911,205

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (86% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$0	\$0	\$0
2023	074-500589	Welfare Assistance		\$0	\$0	\$0
2024-Q1	074-500589	Welfare Assistance		\$0	\$0	\$0
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$0	\$0

2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$0	\$0
Sub-total				\$0	\$0	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$0	\$0	\$0
2023	074-500589	Welfare Assistance		\$0	\$0	\$0
2024-Q1	074-500589	Welfare Assistance		\$0	\$0	\$0
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$0	\$0
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$0	\$0
Sub-total				\$0	\$0	\$0

Cheshire Medical Center/Dartmouth

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$127,193	\$0	\$127,193
2023	074-500589	Welfare Assistance		\$126,091	\$0	\$126,091
2024-Q1	074-500589	Welfare Assistance		\$27,811	\$0	\$27,811
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$52,530	\$52,530
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$70,039	\$70,039
Sub-total				\$281,095	\$122,569	\$403,664

CC of Nashua/Greater

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$59,647	\$0	\$59,647
2023	074-500589	Welfare Assistance		\$210,590	\$0	\$210,590
2024-Q1	074-500589	Welfare Assistance		\$63,305	\$0	\$63,305
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$93,385	\$93,385
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$124,514	\$124,514
Sub-total				\$333,542	\$217,899	\$551,441

Dismas Home

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$91,226	\$0	\$91,226
2023	074-500589	Welfare Assistance		\$133,325	\$0	\$133,325
2024-Q1	074-500589	Welfare Assistance		\$29,631	\$0	\$29,631
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$0	\$0
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$0	\$0
Sub-total				\$254,182	\$0	\$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$562,094	\$0	\$562,094
2023	074-500589	Welfare Assistance		\$766,483	\$0	\$766,483
2024-Q1	074-500589	Welfare Assistance		\$168,206	\$0	\$168,206
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$62,013	\$62,013
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$82,684	\$82,684
Sub-total				\$1,496,763	\$144,697	\$1,641,460

Grafton City

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$136,976	\$0	\$136,976
2023	074-500589	Welfare Assistance		\$147,071	\$0	\$147,071
2024-Q1	074-500589	Welfare Assistance		\$31,424	\$0	\$31,424
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$248,055	\$248,055
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$330,740	\$330,740
Sub-total				\$315,471	\$578,795	\$894,266

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$55,238	\$0	\$55,238
2023	074-500589	Welfare Assistance		\$93,078	\$0	\$93,078
2024-Q1	074-500589	Welfare Assistance		\$22,021	\$0	\$22,021
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$103,851	\$103,851
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$138,469	\$138,469
Sub-total				\$170,337	\$242,320	\$412,657

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$104,169	\$0	\$104,169
2023	074-500589	Welfare Assistance		\$108,764	\$0	\$108,764
2024-Q1	074-500589	Welfare Assistance		\$23,239	\$0	\$23,239
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$73,651	\$73,651
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$98,202	\$98,202
Sub-total				\$236,172	\$171,853	\$408,025

Manchester Alcohol
Rehab Center,

State Fiscal Year	Class/Account	Title		Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$353,805	\$0	\$353,805
2023	074-500589	Welfare Assistance		\$497,996	\$0	\$497,996
2024-Q1	074-500589	Welfare Assistance		\$106,407	\$0	\$106,407
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$1,452,076	\$1,452,076
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$1,936,101	\$1,936,101
Sub-total				\$958,208	\$3,388,177	\$4,346,385

Southeastern NH
Alcohol & Drug

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$72,359	\$0	\$72,359
2023	074-500589	Welfare Assistance		\$76,338	\$0	\$76,338
2024-Q1	074-500589	Welfare Assistance		\$16,311	\$0	\$16,311
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$171,541	\$171,541
2025	074-500589	Grants for Public Asst & Relief	92057501	\$0	\$228,721	\$228,721
Sub-total				\$185,008	\$400,262	\$565,270
SUB TOTAL CLINICAL				\$4,210,778	\$5,266,572	\$9,477,350

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS; DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Bridge Street
Recovery, LLC

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$88,800	\$0	\$88,800
2023	074-500589	Welfare Assistance		\$118,800	\$0	\$118,800
2024-Q1	074-500589	Welfare Assistance		\$30,000	\$0	\$30,000
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	9205	\$0	\$147,151	\$147,151
2025	074-500589	Grants for Public Asst & Relief	9205	\$0	\$196,202	\$196,202
Sub-total				\$237,600	\$343,353	\$580,953

Dismas Home

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$207,200	\$0	\$207,200
2023	074-500589	Welfare Assistance		\$277,200	\$0	\$277,200
2024-Q1	074-500589	Welfare Assistance		\$70,000	\$0	\$70,000
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	9205	\$0	\$436,348	\$436,348

2025	074-500589	Grants for Public Asst & Relief	9205	\$0	\$581,797	\$581,797
Sub-total				\$554,400	\$1,018,145	\$1,572,545

Families In Transition

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$432,900	\$0	\$432,900
2023	074-500589	Welfare Assistance		\$420,381	\$0	\$420,381
2024-Q1	074-500589	Welfare Assistance		\$91,728	\$0	\$91,728
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	9205	\$0	\$620,358	\$620,358
2025	074-500589	Grants for Public Asst & Relief	9205	\$0	\$827,143	\$827,143
Sub-total				\$945,009	\$1,447,501	\$2,392,610

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$207,200	\$0	\$207,200
2023	074-500589	Welfare Assistance		\$277,200	\$0	\$277,200
2024-Q1	074-500589	Welfare Assistance		\$70,000	\$0	\$70,000
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	9205	\$0	\$126,058	\$126,058
2025	074-500589	Grants for Public Asst & Relief	9205	\$0	\$168,076	\$168,076
Sub-total				\$554,400	\$294,136	\$848,536

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$325,600	\$0	\$325,600
2023	074-500589	Welfare Assistance		\$433,400	\$0	\$433,400
2024-Q1	074-500589	Welfare Assistance		\$107,800	\$0	\$107,800
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	9205	\$0	\$332,055	\$332,055
2025	074-500589	Grants for Public Asst & Relief	9205	\$0	\$442,741	\$442,741
Sub-total				\$866,800	\$774,796	\$1,641,596

Manchester Alcohol Rehab Center.

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$1,074,200	\$0	\$1,074,200
2023	074-500589	Welfare Assistance		\$1,402,500	\$0	\$1,402,500
2024-Q1	074-500589	Welfare Assistance		\$328,300	\$0	\$328,300
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	9205	\$0	\$681,164	\$681,164
2025	074-500589	Grants for Public Asst & Relief	9205	\$0	\$908,218	\$908,218
Sub-total				\$2,805,000	\$1,589,382	\$4,394,382

Southeastern NH
Alcohol & Drug

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$414,400	\$0	\$414,400
2023	074-500589	Welfare Assistance		\$551,600	\$0	\$551,600
2024-Q1	074-500589	Welfare Assistance		\$137,200	\$0	\$137,200
2024 Q2-Q4	074-500589	Grants for Public Asst & Relief	9205	\$0	\$262,366	\$262,366
2025	074-500589	Grants for Public Asst & Relief	9205	\$0	\$349,821	\$349,821
Sub-total				\$1,103,200	\$612,187	\$1,715,387
SUB TOTAL SOR				\$7,066,409	\$6,079,500	\$13,145,909

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, SARG ADDITIONAL (100% FEDERAL FUNDS)

Manchester Alcohol
Rehab Center.

State Fiscal Year	Class/Account	Title	Activity/Job #	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants		\$0	\$0	\$0
2023	074-500589	Welfare Assistance		\$375,000	\$0	\$375,000
2024-Q1	074-500589	Welfare Assistance		\$125,015	\$0	\$125,015
Sub-total				\$500,015	\$0	\$500,015
Grand Total All				<u>\$15,703,407</u>	<u>\$15,331,072</u>	<u>\$31,034,479</u>

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

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Alcoholism Rehabilitation Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), as amended on March 23, 2022, (Item #35), and as amended on December 21, 2022, (Item #29), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$12,040,504

3. Modify Exhibit B, Scope of Services, Subparagraph 3.1.3.6. to read:

3.1.3.6. The Contractor shall provide Medically Monitored Residential Withdrawal Management services as defined by ASAM Criteria, Level 3.7-W.M. The Contractor shall ensure medically monitored intensive inpatient services withdrawal management are provided using a combination of clinical and/or medical services to stabilize the individual while they are undergoing withdrawal.

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

1. This Agreement is funded by:

- 1.1. 27.977%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN T1083464, which are only effective from the contract effective date through September 30, 2022; and as awarded October 1, 2021 by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN T1084659, which are effective through September 30, 2023; and as awarded May 17, 2021 by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN T1083955, which are effective through September 30, 2025; and as awarded February 15, 2023 by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Assistance Listing # 93.959 FAIN T1085821, which are effective through September 30, 2024; and ALN 93.959 FAIN TBD, pending the receipt of the Notice of Award from SAMHSA.

- 1.2. 36.497%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN T1083326,

which are only effective from the contract effective date through September 29, 2022, and as awarded September 23, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Assistance Listing # 93.788, FAIN H79TI085759, which are only effective from September 30, 2022 through September 29, 2023; and SOR 3B, ALN 93.788, FAIN TBD, are anticipated to be available effective 9/30/2023, pending the receipt of the Notice of Award from SAMHSA; and ALN 93.788, FAIN TBD, anticipated to be available effective 9/30/2024, pending the receipt of the Notice of Award from SAMHSA.

- 1.3. 12.273% General funds.
- 1.4. 23.253% Other funds (Governor's Commission).
5. Modify Exhibit C, Amendment #1, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-14, Residential Services Budget.
 - 3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-14, Residential Budget is received from the Department prior to submitting invoices for payment.
 - 3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
6. Modify Exhibit C, Amendment #1, Payment Terms, Section 4, to read:
 4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than October 20, 2023, which shall be incorporated by reference and retained by the Department. The Contractor shall submit budgets as follows:
 - 4.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through June 30, 2024, as follows:
 - 4.1.1. Exhibit C-7, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-8, Integrated MAT Budget
 - 4.1.3. Exhibit C-9, Residential Services Budget
 - 4.1.4. Exhibit C-10, Medically Monitored Withdrawal Management
7. Modify Exhibit C, Amendment #1, Payment Terms, Section 5, to read:
 5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to June 30, 2024, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2024 through June 30, 2025, as follows:
 - 5.1.1. Exhibit C-11, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-12, Integrated MAT Budget
 - 5.1.3. Exhibit C-13, Residential Services Budget
 - 5.1.4. Exhibit C-14, Medically Monitored Withdrawal Management
8. Modify Exhibit C, Amendment #1, Payment Terms, Section 6, to read:

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Ck

6. Reserved.

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Ck

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

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

State of New Hampshire
Department of Health and Human Services

8/25/2023

Date

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

Manchester Alcoholism Rehabilitation Center

8/25/2023

Date

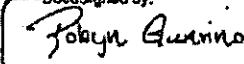
DocuSigned by:
Catherine Kuhn
Name: Catherine Kuhn
Title: chief operating officer

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

OFFICE OF THE ATTORNEY GENERAL

8/27/2023.

Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

ARC
29



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

Lori A. Shibley
Commissioner

Katja S. Fox
Director

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

December 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below, for Substance Use Disorder Treatment and Recovery Support Services, by increasing the total price limitation by \$4,229,499 from \$11,473,908 to \$15,703,407 with no change to the contract completion dates of September 29, 2023, effective retroactive to September 30, 2022, upon Governor and Council approval. 65.88% Federal Funds. 9.12% General Funds. 25.00% Other Funds (Governor's Commission Fund).

The original contracts were approved by Governor and Council on October 13, 2021, items #30 and #38C, and most recently amended on March 23, 2022, item #35.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
<i>Belonging Medical Group, PLLC (Hanover, NH)</i>	334662-B001	Statewide	\$562,794	\$0	\$562,794
<i>Bridge Street Recovery, LLC (Bennington, NH)</i>	341988-B001	Statewide	\$933,432	\$118,800	\$1,052,232
<i>The Cheshire Medical Center (Keene, NH)</i>	155405-B001	Statewide	\$413,728	\$0	\$413,728
<i>Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health (Nashua, NH)</i>	154112-B001	Statewide	\$190,666	\$300,000	\$490,666
<i>Dismas Home of New Hampshire, Inc. (Manchester, NH)</i>	290061-B001	Statewide	\$1,026,316	\$277,200	\$1,303,516
<i>Families in Transition (Formerly known as: FIT/NHNNH, Inc.) (Manchester, NH)</i>	157730-B001	Statewide	\$2,591,432	\$368,784	\$2,960,216

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Grafton County New Hampshire (North Haverhill, NH)	177397 -B003	Statewide	\$464,325	\$0	\$464,325
Headrest (Lebanon, NH)	175226 -B001	Statewide	\$527,907	\$277,200	\$805,107
Hope on Haven Hill, Inc. (Somersworth, NH)	275118 -B001	Statewide	\$1,156,009	\$433,400	\$1,589,409
Manchester Alcoholism Rehabilitation Center (Manchester, NH)	177204 -B001	Statewide	\$2,812,833	\$1,902,515	\$4,715,348
South Eastern New Hampshire Alcohol and Drug Abuse Services (Dover, NH)	155292 -B001	Statewide	\$794,466	\$551,600	\$1,346,066
		Total:	\$11,473,908	\$4,229,499	\$15,703,407

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, 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 Department was notified by the Federal awarding agency on September 23, 2022 of the availability of funding effective September 30, 2022. The Department needed additional time to finalize the amendments and funding details. This request is Retroactive to align with the federal effective date of funding. This request is Sole Source because the scopes of services are being amended and funds are being added.

The purpose of this request is twofold: to increase funding for the Contractors to continue providing and to expand substance use treatment services; and to modify the scopes of service to align with the services provided by each Contractor.

The funding increase is for those Contractors, currently receiving federal State Opioid Response funding, to support people in need of residential treatment services. The Contractors will continue providing substance use disorder treatment and recovery support services to New Hampshire residents with current or a history of Opioid Use Disorder or Stimulant Use Disorder. Additionally, Greater Nashua Mental Health will receive increased funding in order to expand hours, implement family treatment services and provide case management and peer recovery support to adolescents, and Manchester Alcoholism Rehabilitation Center will receive increased funding to increase capacity for individuals being served at the American Society of Addiction Medicine (ASAM) 3.7 Level of Care. The Contractors that only provide outpatient services did not receive increased funding.

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

The Department modified the scopes of service to: clarify contractor responsibilities related to improving Government Performance and Results Act (GPRA) collection for those Contractors that currently receive federal State Opioid Response funding; reflect the expansion of services for Greater Nashua Mental Health and Manchester Alcoholism Rehabilitation Center; and to reflect the reduction of 39 transitional living beds to 25 beds for Families in Transition. The organization recently closed its transitional living program for men.

Approximately 1,547 individuals will be served during State Fiscal Year 2023 through Quarter 1 of State Fiscal Year 2024.

The Contractors will continue to provide an array of treatment services with statewide access, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory and medically monitored withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medications for substance use disorders. These Contractors ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which increase individuals' abilities to achieve and maintain recovery.

The Department will continue to monitor services through monthly, quarterly, and annual reporting, as well as through audits by the Department of individual providers. An annual overarching evaluation of all Bureau of Drug and Alcohol Services (BDAS) funded providers looks at all collected data, including demographic and outcome data, to ensure:

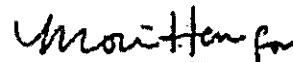
- Services provided reduce the negative impacts of substance misuse.
- Contractors make continuing care, transfer, and discharge decisions based on ASAM Criteria.
- Contractors treat individuals using evidence-based practices and follow best practices with fidelity.
- Contractors achieve initiation, engagement, and retention goals as detailed in the agreements.

Should the Governor and Executive Council not authorize this request, individuals in need of substance use disorder and recovery support services may have reduced access to services, which increases the likelihood of having to be placed on a waitlist to access care. Research shows that treatment wait times increase the risk of overdoses; both fatal and non-fatal. Any delay in receiving treatment or recovery supports is not high quality healthcare, and primarily impacts the individual, but has potential consequences for families and communities as well, such as increase in homelessness, unemployment, and incarceration.

Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, Assistance Listing Number # 93.959, FAIN #'s T1083464 and T1084659, and State Opioid Response Grant, Assistance Listing Number # 93.788, FAIN #'s T1083326 and T1085759.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

Belonging Medical Group 334662-B001 PO TBD PO 1084542

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-5005851#	Community Grants	\$215,856	\$0	\$215,856
2023	074-500589	Welfare Assistance	\$280,618	\$0	\$280,618
2024	074-500589	Welfare Assistance	\$66,320	\$0	\$66,320
Sub-total			\$562,794	\$0	\$562,794

Bridge Street Recovery, LLC 341988-B001 PO TBD PO 1084957

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$303,955	\$0	\$303,955
2023	074-500589	Welfare Assistance	\$470,179	\$0	\$470,179
2024	074-500589	Welfare Assistance	\$40,498	\$0	\$40,498
Sub-total			\$814,632	\$0	\$814,632

Cheshire Medical
Center/Dartmouth

155405-B001

PO TBD

PO 1083175

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$60,015	\$0	\$60,015
2023	074-500589	Welfare Assistance	\$59,496	\$0	\$59,496
2024	074-500589	Welfare Assistance	\$13,122	\$0	\$13,122
Sub-total			\$132,633	\$0	\$132,633

CC of
Nashua/Greater

154112-B001

PO TBD

PO 1083753

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$28,144	\$0	\$28,144
2023	074-500589	Welfare Assistance	\$27,174	\$72,000	\$99,174
2024	074-500589	Welfare Assistance	\$5,806	\$24,000	\$29,806
Sub-total			\$61,124	\$96,000	\$157,124

Dismas Home

290061-B001

PO TBD

PO 1083177

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$136,794	\$0	\$136,794
2023	074-500589	Welfare Assistance	\$344,159	\$0	\$344,159

2024	074-500589	Welfare Assistance	\$13,981	\$0	\$13,981
Sub-total			\$494,934	\$0	\$494,934

Families in Transition 157730-8001 PO TBD PO 1083185

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$143,114	\$0	\$143,114
2023	074-500589	Welfare Assistance	\$362,283	\$0	\$362,283
2024	074-500589	Welfare Assistance	\$13,047	\$0	\$13,047
Sub-total			\$518,444	\$0	\$518,444

Grafton Cty 177397-8003 PO TBD PO 1083176

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632
2023	074-500589	Welfare Assistance	\$69,395	\$0	\$69,395
2024	074-500589	Welfare Assistance	\$14,827	\$0	\$14,827
Sub-total			\$148,854	\$0	\$148,854

Headrest, Inc. 175226-8001 PO TBD PO 1083186

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063
2023	074-500589	Welfare Assistance	\$43,917	\$0	\$43,917
2024	074-500589	Welfare Assistance	\$10,390	\$0	\$10,390
Sub-total			\$80,370	\$0	\$80,370

Hope on Haven Hill 275119-B001 PO TBD PO 1083186

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$142,902	\$0	\$142,902
2023	074-500589	Welfare Assistance	\$332,570	\$0	\$332,570
2024	074-500589	Welfare Assistance	\$10,965	\$0	\$10,965
Sub-total			\$486,437	\$0	\$486,437

Manchester Alcohol
Rehab Center, 177204-B001 PO TBD PO 1083184

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$166,941	\$0	\$166,941
2023	074-500589	Welfare Assistance	\$234,976	\$0	\$234,976
2024	074-500589	Welfare Assistance	\$50,208	\$0	\$50,208

Sub-total			\$452,125	\$0	\$452,125
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Southeastern NH
Alcohol & Drug

155292-B001

PO TBD

PO 1083180

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142
2023	074-500589	Welfare Assistance	\$36,020	\$0	\$36,020
2024	074-500589	Welfare Assistance	\$7,696	\$0	\$7,696
Sub-total			\$77,858	\$0	\$77,858
SUB TOTAL GOV COMM			\$3,830,205	\$96,000	\$3,926,205

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical
Group

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$0	\$0	\$0
2023	074-500589	Welfare Assistance	\$0	\$0	\$0

2024	074-500589	Welfare Assistance	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$0	\$0	\$0
2023	074-500589	Welfare Assistance	\$0	\$0	\$0
2024	074-500589	Welfare Assistance	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Cheshire Medical Center/Dartmouth

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$127,193	\$0	\$127,193
2023	074-500589	Welfare Assistance	\$126,091	\$0	\$126,091
2024	074-500589	Welfare Assistance	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

CC of Nashua/Greater

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$59,647	\$0	\$59,647
2023	074-500589	Welfare Assistance	\$57,590	\$153,000	\$210,590
2024	074-500589	Welfare Assistance	\$12,305	\$51,000	\$63,305
Sub-total			\$129,542	\$204,000	\$333,542

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$91,226	\$0	\$91,226
2023	074-500589	Welfare Assistance	\$133,325	\$0	\$133,325
2024	074-500589	Welfare Assistance	\$29,631	\$0	\$29,631
Sub-total			\$254,182	\$0	\$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$562,094	\$0	\$562,094
2023	074-500589	Welfare Assistance	\$766,463	\$0	\$766,463
2024	074-500589	Welfare Assistance	\$168,206	\$0	\$168,206

Sub-total			\$1,496,763	\$0	\$1,496,763
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Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$136,976	\$0	\$136,976
2023	074-500589	Welfare Assistance	\$147,071	\$0	\$147,071
2024	074-500589	Welfare Assistance	\$31,424	\$0	\$31,424
Sub-total			\$315,471	\$0	\$315,471

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$55,238	\$0	\$55,238
2023	074-500589	Welfare Assistance	\$93,078	\$0	\$93,078
2024	074-500589	Welfare Assistance	\$22,021	\$0	\$22,021
Sub-total			\$170,337	\$0	\$170,337

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
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2022	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500589	Welfare Assistance	\$108,764	\$0	\$108,764
2024	074-500589	Welfare Assistance	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$353,805	\$0	\$353,805
2023	074-500589	Welfare Assistance	\$497,996	\$0	\$497,996
2024	074-500589	Welfare Assistance	\$106,407	\$0	\$106,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500589	Welfare Assistance	\$76,338	\$0	\$76,338
2024	074-500589	Welfare Assistance	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008

SUB TOTAL CLINICAL		\$4,006,778	\$204,000	\$4,210,778
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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$88,800	\$0	\$88,800
2023	074-500589	Welfare Assistance	\$30,000	\$88,800	\$118,800
2024	074-500589	Welfare Assistance	\$0	\$30,000	\$30,000
Sub-total			\$118,800	\$118,800	\$237,600

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$207,200	\$0	\$207,200
2023	074-500589	Welfare Assistance	\$70,000	\$207,200	\$277,200
2024	074-500589	Welfare Assistance	\$0	\$70,000	\$70,000

Sub-total			\$277,200	\$277,200	\$554,400
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Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$432,900	\$0	\$432,900
2023	074-500589	Welfare Assistance	\$143,325	\$277,056	\$420,381
2024	074-500589	Welfare Assistance	\$0	\$91,728	\$91,728
Sub-total			\$576,225	\$368,784	\$945,009

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$207,200	\$0	\$207,200
2023	074-500589	Welfare Assistance	\$70,000	\$207,200	\$277,200
2024	074-500589	Welfare Assistance	\$0	\$70,000	\$70,000
Sub-total			\$277,200	\$277,200	\$554,400

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
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2022	074-500585	Community Grants	\$325,600	\$0	\$325,600
2023	074-500589	Welfare Assistance	\$107,800	\$325,600	\$433,400
2024	074-500589	Welfare Assistance	\$0	\$107,800	\$107,800
Sub-total			\$433,400	\$433,400	\$866,800

Manchester Alcohol Rehab Center,

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$1,074,200	\$0	\$1,074,200
2023	074-500589	Welfare Assistance	\$328,300	\$1,074,200	\$1,402,500
2024	074-500589	Welfare Assistance	\$0	\$328,300	\$328,300
Sub-total			\$1,402,500	\$1,402,500	\$2,805,000

Southeastern NH Alcohol & Drug

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$414,400	\$0	\$414,400
2023	074-500589	Welfare Assistance	\$137,200	\$414,400	\$551,600
2024	074-500589	Welfare Assistance	\$0	\$137,200	\$137,200
Sub-total			\$551,600	\$551,600	\$1,103,200

SUB TOTAL SOR		\$3,636,925	\$3,429,484	\$7,066,409
<p>05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, SABG ADDITIONAL (100% FEDERAL FUNDS)</p>				

Manchester Alcohol
Rehab Center,

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$0	\$0	\$0
2023	074-500589	Welfare Assistance	\$0	\$375,000	\$375,000
2024	074-500589	Welfare Assistance	\$0	\$125,015	\$125,015
Sub-total			\$0	\$500,015	\$500,015
Grand Total All			<u>\$11,473,908</u>	<u>\$4,229,499</u>	<u>\$15,703,407</u>

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

Lori A. Shibaette
Commissioner

Katja S. Fox
Director

139 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4333 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

March 14, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below for Substance Use Disorder Treatment and Recovery Support Services, by decreasing the total price limitation by \$192,012 from \$11,665,920 to \$11,473,908 with no change to the contract completion dates of September 29, 2023, effective upon Governor and Council approval. 54.745% Federal Funds. 11.873% General Funds. 33.382% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Belonging Medical Group, PLLC	334862-B001	Statewide	\$562,794	\$0	\$562,794	O: 10/13/21 #30
Bridge Street Recovery, LLC	341988-B001	Statewide	\$1,261,744	(\$328,312)	\$933,432	O: 10/13/21 #30
The Cheshire Medical Center	155405-B001	Statewide	\$413,728	\$0	\$413,728	O: 10/13/21 #30
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	\$190,666	\$0	\$190,666	O: 10/13/21 #38C
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	\$851,316	\$375,000	\$1,026,316	O: 10/13/21 #30
FIT/NHNH, Inc.	157730-B001	Statewide	\$2,216,432	\$375,000	\$2,591,432	O: 10/13/21 #30

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Grafton County New Hampshire	177397-B003	Statewide	\$464,325	\$0	\$464,325	O: 10/13/21 #30
Headrest	175228-B001	Statewide	\$527,907	\$0	\$527,907	O: 10/13/21 #30
Hope on Haven Hill, Inc.	275119-B001	Statewide	\$781,009	\$375,000	\$1,156,009	O: 10/13/21 #30
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	\$3,801,533	(\$888,700)	\$2,812,833	O: 10/13/21 #30
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	\$794,466	\$0	\$794,466	O: 10/13/21 #30
		Total:	\$11,665,920	(\$192,012)	\$11,473,908	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to clarify requirements related to staffing and coordination of care; to attach Exhibit L, ASAM End User Agreement; to clarify payment terms for all Contractors; to update terms specific to 42 CFR Part 2, substance use treatment confidentiality regulations within the Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement; to revise the funding allocations for Bridge Street Recovery and for the Manchester Alcoholism Rehabilitation Center; and to increase funding to Contractors with transitional living programs.

The clarified staffing requirements will allow Contractors to hire and utilize Licensed Supervisors, in accordance with the original requirements of the related Request for Proposals (RFP) for these services. The original contracts referred to the position as a Licensed Clinical Supervisor based on a specific type of license issued by the New Hampshire Office of Professional Licensure and Certification, Board of Licensing for Alcohol and Other Drug Use Professionals, which is not required under these contracts. The Licensed Supervisor is equally qualified to the Licensed Clinical Supervisor to provide supervision services.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Additional language around coordination of care will require Contractors to use a Department-approved referral system to connect individuals to health and social services providers as needed.

Exhibit L, ASAM End User Agreement, which details policy regarding Contractors' promotion or marketing of the American Society of Addiction Medicine (ASAM) criteria or utilization of language related to ASAM levels of care, will ensure Contractor compliance with ASAM requirements relative to utilization of such language. Should the Governor and Council not authorize this request, Contractors that market or promote their utilization of ASAM criteria or levels of care will be out of compliance with the End User Agreement Policy required by ASAM.

The clarified detailed payment process for all Contractors will ensure compliance with federal funding requirements. Should Governor and Council not authorize this request, Contractors that receive State Opioid Response funding through these agreements may not be able to accurately invoice for program-related expenses, which may put the Department in violation of federal funding agreements.

Revising the funding allocation for Bridge Street Recovery is necessary because the initial funding award amount for the organization was based their provision of multiple services under this agreement. The Contractor has chosen to only provide Transitional Living (TLP) Services under this agreement, resulting in the funding decrease.

Revising the funding allocation for the Manchester Alcoholism Rehabilitation Center is necessary because the initial funding award amount for Manchester Alcoholism Rehabilitation Center was based on the number of licensed beds available at its facilities for services within this scope of work. The Contractor has chosen to reduce the number of licensed beds available for these services, resulting in a decrease in funding. The types of services available through Manchester Alcoholism Rehabilitation Center remain unchanged.

The funding made available by the decrease will be utilized for a future procurement, for substance use disorder residential and outpatient treatment and recovery services for the general public, as well as for pregnant and parenting women. The new procurement will serve approximately 450 individuals. Should the Governor and Council not authorize this request, the Department will not be able to utilize this funding for the new procurement to address known service gaps, including in the Greater Nashua Area.

Adding funding to Contractors with transitional living programs is necessary, due to the increasing lack of affordable housing and increasing acuity of substance use disorders in the state, exacerbated by the COVID-19 pandemic. Individuals with substance use disorders have a greater need for stable, affordable housing, where they can continue to receive treatment services. Transitional living programs are not covered by Medicaid, and these funds will be used to provide this service to the most vulnerable individuals; individuals who have an income below 400% of the poverty level; are residents of NH or experiencing homelessness in NH; and who are in need of ongoing substance use disorder treatment in a safe and sober environment.

Contractors will continue to provide an array of treatment and recovery support services with statewide access, ensuring individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which increase individuals' abilities to achieve and maintain recovery. Approximately 7000 individuals will continue to be served over the next two (2) years through all 11 contracts.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The Department will continue to monitor services through monthly, quarterly, and annual reporting, as well as through audits by the Department of Individual providers. An annual overarching evaluation of all Bureau of Drug and Alcohol Services (BDAS) funded providers will look at all collected data, including the demographic and outcome data collected from the Web Information Technology System (WITS). This will help to ensure:

- Services provided reduce the negative impacts of substance misuse.
- Contractors make continuing care, transfer, and discharge decisions based on American Society of Addiction Medicine (ASAM) Criteria.
- Contractors treat individuals using evidence-based practices and follow best practices with fidelity.
- Contractors achieve initiation, engagement, and retention goals as detailed in the agreements.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is not exercising its option to renew at this time.

Area served: Statewide

Source of Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959-FAIN T1083484 and State Opioid Response Grant, CFDA # 93.788, FAIN T1083326.

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

Respectfully submitted,



Lori A. Shibnette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-05-02-02016-3302000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, 1945; DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334802-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$59,100	\$146,657	\$213,856	
2023	074-500585	Community Grants	\$80,960	\$190,658	\$290,618	
2024	074-500585	Community Grants	\$21,281	\$45,059	\$66,340	
Sub-total			\$161,341	\$382,374	\$562,714	

Bridge Goals Recovery, LLC		341866-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$130,979	\$160,978	\$303,953	
2023	074-500585	Community Grants	\$180,929	\$281,250	\$479,179	
2024	074-500585	Community Grants	\$40,498	\$0	\$40,498	
Sub-total			\$352,406	\$442,228	\$794,632	

Center/Dorrough Hitchcock Means		153405-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$60,015	\$0	\$60,015	
2023	074-500585	Community Grants	\$59,496	\$0	\$59,496	
2024	074-500585	Community Grants	\$13,122	\$0	\$13,122	
Sub-total			\$132,633	\$0	\$132,633	

OC of Nashua/Greater Nashua Mental Health		134112-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$28,144	\$0	\$28,144	
2023	074-500585	Community Grants	\$27,174	\$0	\$27,174	
2024	074-500585	Community Grants	\$5,806	\$0	\$5,806	
Sub-total			\$61,124	\$0	\$61,124	

Thomas Horn		200001-0001		PO TBD		Revised Modified Budget	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease			
2022	074-500503	Community Grants	\$43,044	\$93,750			\$136,794
2023	074-500503	Community Grants	\$62,509	\$231,750			\$344,159
2024	074-500503	Community Grants	\$13,881	\$0			\$13,881
Sub-Total			\$119,434	\$325,500			\$444,934

Families In Transition		19720-0001		PO TBD		Revised Modified Budget	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease			
2022	074-500503	Community Grants	\$108,021	(\$32,307)			\$140,114
2023	074-500503	Community Grants	\$271,091	\$90,592			\$302,283
2024	074-500503	Community Grants	\$24,106	(\$41,853)			\$12,047
Sub-Total			\$353,218	(\$73,567)			\$426,444

Creston City		19707-0003		PO TBD		Revised Modified Budget	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease			
2022	074-500503	Community Grants	\$64,832	\$0			\$64,832
2023	074-500503	Community Grants	\$93,379	\$0			\$93,379
2024	074-500503	Community Grants	\$14,327	\$0			\$14,327
Sub-Total			\$172,538	\$0			\$172,538

Henderson, Inc.		19720-0001		PO TBD		Revised Modified Budget	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease			
2022	074-500503	Community Grants	\$26,003	\$0			\$26,003
2023	074-500503	Community Grants	\$43,917	\$0			\$43,917
2024	074-500503	Community Grants	\$10,300	\$0			\$10,300
Sub-Total			\$80,220	\$0			\$80,220

Hope on Haven Hill		273118-8001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/(Decrease)	Revised Modified Budget		
2022	074-500583	Community Grants	\$40,152	\$63,750	\$142,902		
2023	074-500583	Community Grants	\$31,320	\$281,350	\$332,670		
2024	074-500583	Community Grants	\$10,965	\$0	\$10,965		
Sub-total			\$82,437	\$345,100	\$496,537		

Manchester Alcohol Rehab Center, Ester Seals, Family Center		177204-8001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/(Decrease)	Revised Modified Budget		
2022	074-500583	Community Grants	\$168,041	\$0	\$168,041		
2023	074-500583	Community Grants	\$234,976	\$0	\$234,976		
2024	074-500583	Community Grants	\$50,208	\$0	\$50,208		
Sub-total			\$453,225	\$0	\$453,225		

Southeastern NH Alcohol & Drug Abuse Services		155272-8001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/(Decrease)	Revised Modified Budget		
2022	074-500583	Community Grants	\$34,142	\$0	\$34,142		
2023	074-500583	Community Grants	\$36,020	\$0	\$36,020		
2024	074-500583	Community Grants	\$7,896	\$0	\$7,896		
Sub-total			\$77,858	\$0	\$77,858		
SUB TOTAL GOV COMM			\$2,256,979	\$1,573,225	\$3,830,205		

01-83-02-020510-3284000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS; DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Dalhousie Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$148,857	(\$148,857)	\$0
2023	074-500585	Community Grants	\$190,658	(\$190,658)	\$0
2024	074-500585	Community Grants	\$43,059	(\$43,059)	\$0
Sub-total			\$382,574	(\$382,574)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$200,205	(\$200,205)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$45,829	(\$45,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dorchester Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$127,193	\$0	\$127,193
2023	074-500585	Community Grants	\$120,991	\$0	\$120,991
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$276,095	\$0	\$276,095

CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$59,847	\$0	\$59,847
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,742	\$0	\$129,742

Dumas Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$91,320	\$0	\$91,320
2023	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500535	Community Grants	\$29,831	\$0	\$29,831
Sub-total			\$254,476	\$0	\$254,476

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$415,437	\$146,857	\$562,294
2023	074-500585	Community Grants	\$575,805	\$190,650	\$766,453
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$382,566	\$1,496,955

Grafton City

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500565	Community Grants	\$136,978	\$0	\$136,978
2023	074-500565	Community Grants	\$147,071	\$0	\$147,071
2024	074-500565	Community Grants	\$31,424	\$0	\$31,424
Sub-total			\$315,473	\$0	\$315,473

Headsett, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2021	074-500585	Community Grants	\$55,238	\$0	\$55,238
2023	074-500565	Community Grants	\$93,078	\$0	\$93,078
2024	074-500585	Community Grants	\$22,021	\$0	\$22,021
Sub-total			\$170,337	\$0	\$170,337

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500565	Community Grants	\$104,169	\$0	\$104,169
2023	074-500565	Community Grants	\$108,794	\$0	\$108,794
2024	074-500565	Community Grants	\$23,230	\$0	\$23,230
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farmam Center

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500565	Community Grants	\$353,805	\$0	\$353,805
2023	074-500565	Community Grants	\$497,990	\$0	\$497,990
2024	074-500565	Community Grants	\$106,407	\$0	\$106,407
Sub-total			\$958,202	\$0	\$958,202

Southeastern NM Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500565	Community Grants	\$72,359	\$0	\$72,359
2023	074-500565	Community Grants	\$76,338	\$0	\$76,338
2024	074-500565	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLERICAL			\$4,763,316	(\$776,536)	\$4,000,776

05-95-02-070510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, ICHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS. STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/28/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500583	Community Grants	\$88,800	\$0	\$88,800
2023	074-500583	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

Dames Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$207,200	\$0	\$207,200
2023	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$432,800	\$0	\$432,800
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,125	\$0	\$576,125

Headstart, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$707,200	\$0	\$707,200
2023	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven HO

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$325,600	\$0	\$325,600
2023	074-500585	Community Grants	\$107,600	\$0	\$107,600
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Essex Court, Forum Center

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$1,793,400	(\$719,200)	\$1,074,200
2023	074-500585	Community Grants	\$597,600	(\$268,900)	\$328,300
Sub-total			\$2,391,000	(\$988,100)	\$1,402,500

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$414,400	\$0	\$414,400
2023	074-500585	Community Grants	\$137,200	\$0	\$137,200
Sub-total			\$551,600	\$0	\$551,600
BUD TOTAL BOR			\$4,023,825	(\$988,700)	\$3,035,925
Grand Total All			\$11,089,929	(\$182,912)	\$11,472,909

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

Leri A. Shiblette
Commissioner

Katja S. Fox
Director

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

September 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed \$11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds, 14.00% General Funds, 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	\$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	\$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	\$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	\$651,316
FIT/NHNNH, Inc.	157730-B001	Statewide	\$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	\$464,325
Headrest	175226-B001	Statewide	\$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	\$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	\$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	\$794,466
		Total:	\$11,475,254

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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

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

Should the Governor and Council not authorize this request, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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

Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA
93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

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

Respectfully submitted,

DocuSigned by:

Lori A. Weaver

LCIAA2204125473

Lori A. Shibinette
Commissioner

05-85-92-920610-33920000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334862-8001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$89,199
2023	102-500731	Contracts for Prog Svc	\$89,981
2024	102-500731	Contracts for Prog Svc	\$21,261
Sub-total			\$180,421

Bridge Street Recovery, LLC		341988-8001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$130,878
2023	102-500731	Contracts for Prog Svc	\$188,926
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$386,405

Center/Dartmouth Hitchcock Keene		155405-8001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$80,015
2023	102-500731	Contracts for Prog Svc	\$59,498
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,833

**CC of Nashua/Greater Nashua
Mental Health**

154112-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$0
2023	102-500731	Contracts for Prog Svc	\$0
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Dismas Home

200061-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$43,044
2023	102-500731	Contracts for Prog Svc	\$62,809
2024	102-500731	Contracts for Prog Svc	\$13,881
Sub-total			\$119,934

Families in Transition

157730-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$188,022
2023	102-500731	Contracts for Prog Svc	\$271,691
2024	102-500731	Contracts for Prog Svc	\$58,106
Sub-total			\$525,818

Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$84,632
2023	102-500731	Contracts for Prog Svc	\$89,385
2024	102-500731	Contracts for Prog Svc	\$14,827
Sub-total			\$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$0
2023	102-500731	Contracts for Prog Svc	\$0
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Hondros, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$28,063
2023	102-500731	Contracts for Prog Svc	\$43,918
2024	102-500731	Contracts for Prog Svc	\$10,390
Sub-total			\$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$49,152
2023	102-500731	Contracts for Prog Svc	\$51,320
2024	102-500731	Contracts for Prog Svc	\$10,965
Sub-total			\$111,437

**Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center**

177204-8001

PQ TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$186,941
2023	102-500731	Contracts for Prog Svc	\$234,977
2024	102-500731	Contracts for Prog Svc	\$50,208
Sub-total			\$452,125

**Southern NH Alcohol & Drug
Abuse Services**

155292-8001

PQ TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$34,142
2023	102-500731	Contracts for Prog Svc	\$36,020
2024	102-500731	Contracts for Prog Svc	\$7,696
Sub-total			\$77,858
SUB TOTAL GOV COMM			\$2,185,857

05-95-92-920810-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$148,657
2023	102-500731	Contracts for Prog Svc	\$190,658
2024	102-500731	Contracts for Prog Svc	\$45,058
Sub-total			\$384,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$280,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,829
Sub-total			\$766,538

**Center/Dartmouth Hitchcock
Keene**

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$127,193
2023	102-500731	Contracts for Prog Svc	\$128,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$283,096

**CC of Nashua/Greater Nashua
Mental Health**

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$0
2023	102-500731	Contracts for Prog Svc	\$0
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$81,228
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,831
Sub-total			\$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$415,437
2023	102-500731	Contracts for Prog Svc	\$575,805
2024	102-500731	Contracts for Prog Svc	\$123,147
Sub-total			\$1,114,389

Grafton/Cy

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$136,977
2023	102-500731	Contracts for Prog Svc	\$147,071
2024	102-500731	Contracts for Prog Svc	\$31,424
Sub-total			\$315,471

Harbor Coie

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$0
2023	102-500731	Contracts for Prog Svc	\$0
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headreal, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$55,237
2023	102-500731	Contracts for Prog Svc	\$93,078
2024	102-500731	Contracts for Prog Svc	\$22,021
Sub-total			\$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$104,169
2023	102-500731	Contracts for Prog Svc	\$108,764
2024	102-500731	Contracts for Prog Svc	\$23,239
Sub-total			\$236,172

**Manchester Alcohol Rehab Center,
Eoster Sosis, Family Center**

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$353,805
2023	102-500731	Contracts for Prog Svc	\$487,888
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$950,100

**Southeastern NH Alcohol & Drug
Abuse Services**

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$72,359
2023	102-500731	Contracts for Prog Svc	\$78,338
2024	102-500731	Contracts for Prog Svc	\$18,311
Sub-total			\$169,008
SUB TOTAL CLINICAL			\$4,853,772

05-93-92-820810-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 02/28/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$68,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Damas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$207,200
2023	102-500731	Contracts for Prog Svc	\$70,000
Sub-total			\$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$432,900
2023	102-500731	Contracts for Prog Svc	\$143,325
Sub-total			\$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$0
2023	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrost, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$207,200
2023	102-500731	Contracts for Prog Svc	\$70,000
Sub-total			\$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$325,600
2023	102-500731	Contracts for Prog Svc	\$107,800
Sub-total			\$433,400

**Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center**

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$1,793,400
2023	102-500731	Contracts for Prog Svc	\$597,800
Sub-total			\$2,391,200

**Southeastern NH Alcohol & Drug
Abuse Services**

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$414,400
2023	102-500731	Contracts for Prog Svc	\$137,200
Sub-total			\$551,600
SUD TOTAL SOR			\$4,625,625
Grand Total All			\$11,478,254

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFP-2022-BDAS-01-SUBST

Project Title: Substance Use Disorder Treatment and Recovery Support Services

Technical	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dixmas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FT/WHM, Inc.	Granton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Qualifications (O1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (O2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (O3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (O4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (O5)	30	15	7	6	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (O6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (O7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical (O8)	230	198	119	135	190	180	212	184	203	206	176	203	168
4.2.1.1. Budget Sheet	70	63	30	63	63	48	160	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	100	88	59	88	88	76	88	93	85	93	86	95	90
TOTAL POINTS	330	286	178	223	278	256	300	277	288	299	262	298	258

Reviewer Name

1. Sara Claveland
2. Paul H. Madigan
3. Laurie Heath
- 4.
- 5.