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

Lori A. Shibanette
Commissioner

Katja S. Fox
Director

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

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)	275119 -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.

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:

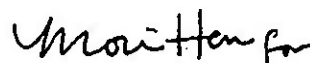
- Services provided reduce the negative impacts of substance misuse.
- Contractors make continuing care, transfer, and discharge decisions based on ASAM Criteria.
- Contractors treat individuals using evidence-based practices and follow best practices with fidelity.
- Contractors achieve initiation, 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-B001

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-B003

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-B001

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 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	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 BEHAVIORAL 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
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)				

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>

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

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 Belonging Medical Group, PLLC ("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), 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, 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 modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B, Scope of Services, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/22/2022

Date

DocuSigned by:
Katja S. Fox
ED8D05B04CA3442

Name: Katja S. Fox
Title: Director

11/22/2022

Date

Belonging Medical Group, PLLC

DocuSigned by:
Steve Kelly
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Name: Steve Kelly
Title: COO, Treasurer

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

OFFICE OF THE ATTORNEY GENERAL

11/22/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:
 - 1.1.1. Stopping or reducing substance misuse;
 - 1.1.2. Improving physical and mental health and social function; and
 - 1.1.3. Reducing risk for recurrence of substance misuse.
- 1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)
 - 1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:
 - 1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.
 - 1.2.1.2. Ensure all services:
 - 1.2.1.2.1. Focus on strengths and resilience of individuals and families;
 - 1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;
 - 1.2.1.2.3. Promote person-centered and self-directed approaches to care; and
 - 1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.
- 1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.
- 1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.
- 1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

2. Population Served

- 2.1. The Contractor shall provide services to individuals who:
 - 2.1.1. Have income below 400% of the Federal Poverty Level;
 - 2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and
 - 2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.
- 2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:
 - 2.2.1. The individuals who are aged 12 years and older; or
 - 2.2.2. The parent or legal guardian of an individual who is less than 12 years of age.
- 2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:
 - 2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or
 - 2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.
- 2.4. The Contractor shall provide services to eligible individuals who:
 - 2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;
 - 2.4.2. Have co-occurring mental health disorders; or
 - 2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;
 - 2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

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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

- 2.5.1.3. Provide interim services 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:
 - 2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;
 - 2.5.1.3.2. Recovery support services as needed by the individual; or
 - 2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.
- 2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. 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.
- 2.5.4. Individuals with substance use and co-occurring mental health disorders;
- 2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;
- 2.5.6. Veterans with SUD;
- 2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and
- 2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

- 3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

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this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (**ASAM**) **Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:

3.1.3.3.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;

3.1.3.3.2. Coordinate care and meet all requirements for the service provided;

3.1.3.3.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

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- 3.1.4.1. Adolescents and adults do not share the same residency space; and
- 3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.2. Interim Services

- 3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:
 - 3.2.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks 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.

3.3. Infectious Diseases

3.3.1. Oral Fluid HIV Testing

- 3.3.1.1. The Contractor shall administer, or allow clients to self-administer, rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.
- 3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing at the time of the second session for outpatient services.
- 3.3.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:
 - 3.3.1.3.1. The provision of information;
 - 3.3.1.3.2. Risk assessment; and
 - 3.3.1.3.3. Intervention and risk reduction education.
- 3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:
 - 3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance

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with New Hampshire Administrative Rule He-P 301.

- 3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.
- 3.3.1.4.3. Link individuals to medical care and counseling services.
- 3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:
 - 3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and
 - 3.3.1.5.2. Clearly document the refusal in the individual's file.
- 3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:
 - 3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and
 - 3.3.1.6.2. Ensure follow-up services were provided as appropriate.
- 3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
- 3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

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 tuberculosis 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

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determine the appropriate form of treatment for the individual.

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 based on 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 42 CFR part 2.

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 42 CFR part 2.

3.4. Eligibility and Intake

3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.4.1.1. Assess each individual's income prior to admission using the state provided electronic record system fee determination model; and

3.4.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.4.2.2. Document each inquiry in the individual's service record using the state approved electronic record system fee determination model; and

3.4.2.3. Ensure the individual receiving services signs each updated income assessment.

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- 3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:
- 3.4.3.1. 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:
 - 3.4.3.1.1. Face-to-face, in person;
 - 3.4.3.1.2. Face-to-face, virtually and/or electronically; or
 - 3.4.3.1.3. By telephone.
 - 3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the state provided electronic record system Social Detox Screen or another Department-approved tool, and document the results in the state provided electronic record system, to determine:
 - 3.4.3.2.1. The probability of eligibility for services under this Agreement; and
 - 3.4.3.2.2. The probability of the individual having a substance use disorder.
 - 3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.5. Clinical Evaluation

- 3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed 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 from the referring agency are recorded in the individual's record within three (3) sessions for any outpatient levels of care.
- 3.5.3. The Contractor shall complete a new clinical evaluation for the individual 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

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- other than a NH Licensed or Unlicensed Counselor;
- 3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or
 - 3.5.3.4. An individual presents without a completed evaluation.
 - 3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.
 - 3.5.5. The Contractor shall ensure the new evaluation is:
 - 3.5.5.1. Completed within three (3) sessions for any outpatient level of care, whichever is later, and
 - 3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.
 - 3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:
 - 3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or
 - 3.5.6.2. 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:
 - 3.5.6.2.1. A service with a lower Intensity ASAM level of care;
 - 3.5.6.2.2. A service with the next available higher intensity ASAM level of care;
 - 3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 3.5.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.
 - 3.5.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than

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what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

- 3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.
- 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 in Subsection 2.11.
- 3.6.3. The Contractor shall provide monthly reports to the Department detailing:
 - 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, as listed in Subsection 2.5, 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 who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:
 - 3.7.1.1. Public insurance.
 - 3.7.1.2. Private insurance.
 - 3.7.1.3. New Hampshire Medicaid programs.
 - 3.7.1.4. New Hampshire Medicare programs.
- 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.

3.8. 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 abuse intervention

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- on the 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.
- 3.8.1.2. In accordance with:
- 3.8.1.2.1. ASAM Criteria;
 - 3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and
 - 3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).
- 3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:
- 3.8.2.1. Initial contact;
 - 3.8.2.2. Screening;
 - 3.8.2.3. Intake;
 - 3.8.2.4. Initial Clinical Evaluation/Assessment;
 - 3.8.2.5. Admission;
 - 3.8.2.6. On-going treatment services; and
 - 3.8.2.7. Discharge.
- 3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:
- 3.8.3.1. Initial contact;
 - 3.8.3.2. Screening;
 - 3.8.3.3. Intake;
 - 3.8.3.4. Initial Clinical Evaluation/Assessment;
 - 3.8.3.5. Admission; and
 - 3.8.3.6. On-going treatment services.
- 3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:
- 3.8.4.1. Provide stabilization services when an individual's level of

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risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.9.1.2.1. Specific, clearly defining what shall be done;

3.9.1.2.2. Measurable, including clear criteria for progress and completion;

3.9.1.2.3. Attainable, within the individual's ability to achieve;

3.9.1.2.4. Realistic, the resources are available to the individual;

3.9.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

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- 3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:
 - 3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.
 - 3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.
 - 3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.
 - 3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.
- 3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:
 - 3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;
 - 3.9.3.2. Goals have been met and problems have been resolved;
 - 3.9.3.3. New goals and new problems have been identified.
- 3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:
 - 3.9.4.1. Justification for 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 justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:
 - 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; or
 - 3.9.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their

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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; and /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.

3.9.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in the state provided electronic record system, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

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 42 CFR Part 2.

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, but are not limited to:

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

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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. Medication-Assisted Treatment (MAT) providers.
- 3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.
- 3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.
- 3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:
 - 3.10.5.1. Ensuring timely admission of individuals to services,
 - 3.10.5.2. Completing initial clinical evaluations as needed.
 - 3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.
 - 3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.
- 3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.
- 3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:
 - 3.10.7.1. NH Division for Children, Youth and Families (DCYF).
 - 3.10.7.2. Probation and parole.
 - 3.10.7.3. Doorways.
- 3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.
- 3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.
- 3.10.10. 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.

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- 3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.
- 3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:
- 3.10.12.1. Addresses all ASAM Dimensions;
 - 3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and
 - 3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.
- 3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
- 3.11. The Contractor shall discharge an individual from the state provided electronic record system by closing the Episode in when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:
- 3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.
- 3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of the state provided electronic record system for each individual at the time of transfer or discharge from the program.
- 3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:
- 3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

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- 3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;
- 3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and
- 3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:
 - 3.13.4.1. 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; or
 - 3.13.4.2. 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 another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 3.13.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 3.13.4.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.14. Individual and Group Education

- 3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:
 - 3.14.1.1. Substance use disorders.
 - 3.14.1.2. Relapse prevention.
 - 3.14.1.3. Hepatitis C Virus (HCV).

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- 3.14.1.4. Human Immunodeficiency Virus (HIV).
- 3.14.1.5. Sexually Transmitted Diseases (STDs).
- 3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
- 3.14.1.7. 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.
- 3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.
- 3.14.2. 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.
- 3.14.3. The Contractor shall maintain an outline of each educational session provided.
- 3.15. Tobacco-Free Environment
 - 3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:
 - 3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.
 - 3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.
 - 3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.
 - 3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:
 - 3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;
 - 3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;
 - 3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

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3.15.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

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

3.16. Reserved.

4. Web Information Technology System

4.1. The Contractor shall use the state provided electronic record system to record contact with individuals within three (3) days following the activity, unless otherwise stated in the guidance document(s). The Contractor shall utilize state provided electronic record system to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

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

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the state provided electronic record system Information Acknowledgement and obtain the individual's signature on that format 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 system 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 electronic record system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

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- 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 state provided electronic record system 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 the state provided electronic record system to enter information for non-BDAS individuals if the following conditions apply:
- 4.5.1. The Department has approved the Contractors' use of the state provided electronic record system for this purpose;
 - 4.5.2. The Contractor utilized the state provided electronic record system prior to September of 2019; and
 - 4.5.3. The Contractor does not have an alternative electronic health record available for use.
- 4.6. The Contractor shall cease utilizing state provided electronic record system 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:
- 4.6.1. Individuals receiving BDAS-funded SUD treatment services,
 - 4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
- 4.7. The Contractor may use their own electronic health record (EHR), in addition to the state provided electronic record system, to record and track other data not collected in the state provided electronic record system, upon approval by the Department and only if the Department has access to the EHR.
- 4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in the state provided electronic record system.
- 4.9. The Contractor shall follow all the instructions and requirements in the most current User Guide, as provided by the Department.
- 4.10. 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

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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.
- 5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services
- 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 telecommunication technology.
 - 5.2.3. Only authorized users have access to any 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.
 - 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 minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:
 - 6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
 - 6.1.2. Staffing ratios for the following:
 - 6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

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- 6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to his or her 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 NH Licensed Counselor or Unlicensed Counselor 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 eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.
- 6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability 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. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:
- 6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.
- 6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, 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

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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 the following topics, as approved by the Department, prior to beginning their internship:
 - 6.6.1. Ethics;
 - 6.6.2. 12 Core Functions;
 - 6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.6.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates 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, but not limited to:
 - 6.8.1. Common areas.
 - 6.8.2. Group rooms.
 - 6.8.3. Classrooms.
- 6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.
- 6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.
- 6.11. The Contractor shall ensure no Licensed Supervisor 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, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:
 - 6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of

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- progress; and
- 6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:
- 6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
- 6.13.2. The 12 core functions;
- 6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
- 6.13.4. 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 protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:
- 6.14.1. Ethics;
- 6.14.2. 12 Core Functions;
- 6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
- 6.14.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.
- 6.15. The Contractor shall provide in-service training to all staff involved in individual care 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:
- 6.15.1. Contract requirements;
- 6.15.2. Policies and procedures provided by the Department;
- 6.15.3. Hepatitis C (HCV);
- 6.15.4. Human immunodeficiency virus (HIV);
- 6.15.5. Tuberculosis (TB); and

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- 6.15.6. Sexually transmitted diseases (STDs).
- 6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:
 - 6.16.1. Advancements in the science and evidence-based practices of the SUD field; and
 - 6.16.2. State and federal laws and rules relating to confidentiality.
- 6.17. 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 which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

- 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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

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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.

- 7.6. 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 which addresses any and all findings.
- 7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:
 - 7.7.1. The action(s) that shall be taken to correct each deficiency;
 - 7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 7.7.3. The specific steps and time line for implementing the actions above;
 - 7.7.4. The plan for monitoring to ensure that the actions above are effective; and
 - 7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

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

9. Reporting Requirements

- 9.1. The Contractor shall report individual demographic data in the state provided electronic record system for all BDAS funded individuals as specified in the current User Guide.
- 9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in the state provided electronic record system for:
 - 9.2.1. 100% of all individuals at admission.
 - 9.2.2. 100% of all individuals who are discharged.

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- 9.3. The Contractor shall report all data *necessary for calculation* of the following performance measures in the state provided electronic record system and as specified in the User Guide:
- 9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;
 - 9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
 - 9.3.4. Treatment completion: Percentage of individuals completing treatment; and
 - 9.3.5. National Outcome Measures (NOMS):
 - 9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.
 - 9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 9.4. The Contractor shall report all other data, as specified in the state provided electronic 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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- 9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 9.7.1.1. Abuse;
 - 9.7.1.2. Neglect;
 - 9.7.1.3. Exploitation;
 - 9.7.1.4. Rights violation;
 - 9.7.1.5. Missing person;
 - 9.7.1.6. Medical emergency;
 - 9.7.1.7. Restraint; or
 - 9.7.1.8. Medical error.
- 9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.
- 9.9. The Contractor shall report critical incidents to other agencies as required by law.
- 9.10. 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.
- 9.11. 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.
- 9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.
- 9.13. The Contractor shall refer to the current User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

- 10.1. 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 vendor performance:
- 10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;
 - 10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

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- 10.1.4. Treatment completion: Percentage of individuals completing treatment; and
- 10.1.5. National Outcome Measures (NOMS): 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:
 - 10.1.5.1. 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 BDAS contracted SUD treatment provider).
 - 10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.
 - 10.2.1. 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.
 - 10.2.2. The Department may identify expectations for active and regular 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.
- 10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:
 - 10.3.1. Electronic and in-person individual record reviews.
 - 10.3.2. Site visits.
 - 10.3.3. Training and technical assistance activities.

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- 10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.
- 10.5. 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.
- 10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.
- 10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.
- 10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

11.3. Credits and Copyright Ownership

- 11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

- 11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

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- 11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.
- 11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."
- 11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 11.3.4.1. Brochures.
 - 11.3.4.2. Resource directories.
 - 11.3.4.3. Protocols or guidelines.
 - 11.3.4.4. Posters.
 - 11.3.4.5. Reports.
- 11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 11.4. Operation of Facilities: Compliance with Laws and Regulations
- 11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in

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conformance with local building and zoning codes, by-laws and regulations.

- 11.4.2. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.
- 11.4.3. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:
 - 11.4.3.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;
 - 11.4.3.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 11.4.3.3. Individual notification processes and procedures for transitioning records.
- 11.4.4. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 11.4.5. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

- 11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations

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that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

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

11.6.1.4. Medical records on each individual who receives services.

11.6.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Belonging Medical Group, PLLC organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

**New Hampshire Department of Health and Human Services
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- 12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 12.1.2.2. Formula: Total current assets divided by total current liabilities.
- 12.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 12.1.3. Debt Service Coverage Ratio:
 - 12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.
 - 12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 12.1.4. Net Assets to Total Assets:
 - 12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 12.1.5. Total Lines of Credit:
 - 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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- 12.1.5.2. The Contractor will report on any new borrowing activities.
- 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

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 BELONGING MEDICAL GROUP PLLC is a New Hampshire Professional Limited Liability Company registered to transact business in New Hampshire on July 05, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 798419

Certificate Number: 0005899958



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of November A.D. 2022.

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

David M. Scanlan
Secretary of State



Belonging Medical Group, PLLC
44 South Main Street, Suite 2
Hanover, NH 03755
Phone: 1-866-679-0831
Fax: 802-332-3117

Certificate of Authority

Regarding RFP-2022-BDAS-01-SUBST

I, David de Gijzel, MD, President of Belonging Medical Group, PLLC, do hereby certify that:

1. I am the duly appointed President of Belonging Medical Group, PLLC;
2. Belonging Medical Group, PLLC has agreed to accept the funds from the State of New Hampshire Department of Health and Human Services and enter into a contract with the New Hampshire Bureau of Drug and Alcohol Services.
3. Belonging Medical Group, PLLC further authorizes Steven Kelly, Chief Operating Officer of Better Life Partners, Inc. and Treasurer of Belonging Medical Group, PLLC to execute any documents which may be necessary for this contract; and
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

DocuSigned by:

David de Gijzel

David de Gijzel, MD
President

November 22, 2022 | 8:05 AM PST

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2022

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

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

PRODUCER The Richards Group PO Box 959 Hanover NH 03755	CONTACT NAME: Westin Greene	PHONE (A/C, No, Ext): (603) 643-2000	FAX (A/C, No): (802) 254-7110
	E-MAIL ADDRESS: wgreene@therichardsgrp.com		
INSURED Better Life Partners Inc. Belonging Medical Group PLLC 44 South Main St, Suite 2 Hanover NH 03755	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Hiscox Insurance Company Inc	10200
	INSURER B:	American Fire & Casualty Co	24086
	INSURER C:	Lexington Insurance Company	19437
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 21-22 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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MEO2293983.21	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MEO2293983.21	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DEO RETENTION \$			6798667	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWA64226925	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Medical Professional Liability			MEO2293983.21	12/31/2021	12/31/2022	Each Claim 2,000,000 Aggregate 4,000,000 Claims Made Form

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

Blanket Physician Endorsement E6479.1 applies to any contracted or employed physician performing professional services for or on behalf of the named insured on or after the retro date

CERTIFICATE HOLDER

CANCELLATION

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



Lori A. Shibaette
Commissioner

Katja S. Fox
Director

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

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

March 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	334662-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	\$651,316	\$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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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	175226-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	(\$988,700)	\$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:	\$11,885,920	(\$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
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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.

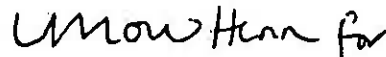
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and 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 T1083464 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. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-05-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, 1815: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Delonging Medical Group		334662-8001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$89,199	\$146,657	\$215,856		
2023	074-500585	Community Grants	\$89,900	\$199,656	\$290,616		
2024	074-500585	Community Grants	\$21,261	\$45,059	\$66,320		
Sub-total			\$180,420	\$382,374	\$562,794		

Bridge Street Recovery, LLC		341988-8001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$136,979	\$186,976	\$303,955		
2023	074-500585	Community Grants	\$188,829	\$261,250	\$470,179		
2024	074-500585	Community Grants	\$40,498	\$0	\$40,498		
Sub-total			\$366,406	\$448,226	\$814,632		

Center/Dartmouth Hitchcock Keene		155405-8001		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		

CC of Nashua/Greater Nashua Mental Health		154112-8001		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		

Damas Home		290061-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$62,906	\$281,250	\$344,156		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$119,934	\$375,000	\$494,934		

Families In Transition		157730-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$196,021	(\$52,907)	\$143,114		
2023	074-500585	Community Grants	\$271,881	\$90,592	\$362,283		
2024	074-500585	Community Grants	\$58,106	(\$45,058)	\$13,047		
Sub-total			\$525,616	(\$7,374)	\$518,444		

Grafton City		177397-B003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Heven Hill		275119-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$49,152	\$69,750	\$142,902		
2023	074-500585	Community Grants	\$31,320	\$281,250	\$332,570		
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965		
Sub-total			\$111,437	\$375,000	\$466,437		

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center		177204-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$186,941	\$0	\$186,941		
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976		
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208		
Sub-total			\$452,125	\$0	\$452,125		

Southeastern NH Alcohol & Drug Abuse Services		155292-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142		
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020		
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696		
Sub-total			\$77,858	\$0	\$77,858		
SUB TOTAL GOV COMM			\$2,256,679	\$1,573,226	\$3,830,205		

05-05-02-020310-33840000 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 14% GENERAL FUNDS)

Belonging 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	\$190,858	(\$190,858)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$384,774	(\$384,774)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Cantor/Dartmouth 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	\$128,091	\$0	\$128,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$283,095	\$0	\$283,095

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	\$59,647	\$0	\$59,647
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,542	\$0	\$129,542

Dames 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$146,657	\$562,094
2023	074-500585	Community Grants	\$575,805	\$190,658	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$382,374	\$1,496,763

Grafton City

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$136,976	\$0	\$136,976
2023	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,764	\$0	\$108,764
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Beals, Farmum 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	074-500585	Community Grants	\$497,990	\$0	\$497,990
2024	074-500585	Community Grants	\$105,407	\$0	\$105,407
Sub-total			\$958,206	\$0	\$958,206

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,006	\$0	\$165,006
SUB TOTAL CLINICAL			\$4,783,316	(\$776,538)	\$4,006,778

05-85-82-020510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

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	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

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	074-500585	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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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

Manchester Alcohol Rehab Center,
Easter Seals, Farmington 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	\$597,800	(\$269,500)	\$328,300
Sub-total			\$2,391,200	(\$988,700)	\$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	\$551,000
SUB TOTAL SOR			\$4,825,825	(\$988,700)	\$3,836,825
Grand Total All			\$11,865,820	(\$182,012)	\$11,473,808

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

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 Belonging Medical Group, PLLC ("the Contractor").

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.6. Account Number, to read:
010-95-92-920510-33820000
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:
3.7.1.4. New Hampshire Medicare programs.
3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:
3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
4. Modify Exhibit B, Section 3.16. State Opioid Response (SOR) Grant Standards, to read:
3.16. RESERVED
5. Modify Exhibit B, Section 6, Staffing, Subsection 6.1, Paragraph 6.1.1 to read:
6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
6. Modify Exhibit B, Section 6, Staffing, Subsection 6.11 to read:
6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.
7. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:
11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:
11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User
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License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

8. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Belonging Medical Group, PLLC organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

- 12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.
- 12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

- 12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

- 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.
- 12.1.5.2. The Contractor will report on any new borrowing activities.
- 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

- 12.2. In the event that the Contractor does not meet either:
- 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
- 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
9. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
11. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
12. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/24/2022

Date

DocuSigned by:
Katja S. Fox
ED905B04C61412
Name: Katja S. Fox
Title: Director

Belonging Medical Group, PLLC

2/23/2022

Date

DocuSigned by:
Steven Kelly
2ACAE0000000488
Name: Steven Kelly
Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

2/24/2022

Date

DocuSigned by:
Robyn Guarino
749734841841460

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-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

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2/23/2022

**New Hampshire Department of Health and Human Services
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- 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 individual 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;
 - 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 the Doorway and 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.

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**New Hampshire Department of Health and Human Services
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- 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 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:
- 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
- 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
- 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
- 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
- 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
- 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. 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

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
 - 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
 - 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
 - 15.7.4. Document each medication taken in an individual's medication log, which includes:
 - 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
 - 15.7.4.2. The date and the time the medication was taken;
 - 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
 - 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
 - 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

- 21.1.1. The right of access to treatment including:

- 21.1.1.1. 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

- 21.1.1.2. 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

- 21.1.2. The right to quality treatment including:

- 21.1.2.1. 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;

- 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

- 21.1.4. 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;

- 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

- 21.1.6. 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;

- 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

- 21.1.7.1. Freedom of movement; and

- 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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- 23.1. The Contractor shall ensure individuals of residential programs retain the following rights:
 - 23.1.1. The right to a safe, sanitary, and humane living environment;
 - 23.1.2. The right to privately communicate with others, including:
 - 23.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and
 - 23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;
 - 23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;
 - 23.1.4. The right to privacy, including the following:
 - 23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 23.1.5. The right to individual choice, including the following:
 - 23.1.5.1. The right to keep and wear their own clothes;
 - 23.1.5.2. The right to space for personal possessions;
 - 23.1.5.3. The right to keep and to read materials of their own choosing;
 - 23.1.5.4. The right to keep and spend their own money; and
 - 23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:
 - 23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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- 24.4.4. The program has a mechanism that enables it to:
- 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. 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
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. 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.
- 24.4.6. The program has procedures for:
- 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. 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.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
- 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. 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.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Other funds (Governor's Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-6, Integrated MAT 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-6, Integrated MAT Services 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, 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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Integrated MAT Services Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-3, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-4, Integrated MAT Services Budget

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- 6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-5, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-6, Integrated MAT Services Budget
- 7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule..
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.



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7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.

8.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode..

8.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

8.5.1. If the individual owns a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

8.5.2. If the individual does not own a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+

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	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90
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9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss reports.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services

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105 Pleasant Street
Concord, NH 03301

12. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
13. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
15. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
16. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
18. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
19. Audits
 - 19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 19.1.1. 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.
 - 19.1.2. 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.

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- 19.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 19.2. If Condition A exists, the Contractor shall 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

Contractor Initials

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Date 2/23/2022



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

b. Business Associate may use or disclose PHI, as applicable:

- I. For the proper management and administration of the Business Associate;
- II. As required by law, pursuant to the terms set forth in paragraph c, and d. below;
- III. According to the HIPAA minimum necessary standard,
- IV. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

Contractor Initials

SK

Date 2/23/2022



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available

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Date 2/23/2022



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

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New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. Definitions, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services
Exhibit I – Amendment #1

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

Department of Health and Human Services

The State

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

2/24/2022

Date

Belonging Medical Group, PLLC

Name of the Contractor

Steven Kelly

Signature of Authorized Representative

Steven Kelly

Name of Authorized Representative

COO

Title of Authorized Representative

2/23/2022

Date



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

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

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Lori A. Shiblinette
Commissioner

Katja S. Fox
Director

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

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

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

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

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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DocuSign Envelope ID: 09C8105A-27D0-4B53-ACD1-FB84A25635CD

DocuSign Envelope ID: 68F1ECAE-F12A-4807-8D4F-51542326B1BC

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 T1083464 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,

DocuSigned by:
Lori A. Shabinette
4CA487994125473...

Lori A. Shabinette
Commissioner

05-95-92-620510-33820000 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
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	\$21,281
Sub-total			\$180,421

Bridge Street Recovery, LLC		341988-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$138,879
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$368,405

Center/Dartmouth Hitchcock Keene		155405-B001	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	\$59,496
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

CC of Nashua/Greater Nashua
Mental Health

154112-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

Dismas Home

290061-B001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$186,022
2023	102-500731	Contracts for Prog Svc	\$271,691
2024	102-500731	Contracts for Prog Svc	\$58,106
Sub-total			\$525,818

Grafton Cty		177397-8003		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	
2022	102-500731	Contracts for Prog Svc	\$64,832	
2023	102-500731	Contracts for Prog Svc	\$89,395	
2024	102-500731	Contracts for Prog Svc	\$14,827	
Sub-total			\$148,854	

Harbor Care		168574-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	

Headrest, Inc.		175226-8001		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	
2022	102-500731	Contracts for Prog Svc	\$26,063	
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		275119-8001		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	\$10,865	
Sub-total			\$111,437	

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

177204-B001

PO 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

**Southeastern NH Alcohol & Drug
Abuse Services**

155292-B001

PO 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			\$2,195,857

05-96-92-920610-33840000 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
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$100,658
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,629
Sub-total			\$776,539

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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

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	\$91,226
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
Sub-total			\$254,182

Familios 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 City

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrest, 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,
Easter Seals, Famum 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	\$497,896
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

**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	\$76,338
2024	102-500731	Contracts for Prog Svc	\$16,311
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,653,772

05-95-92-920610-70400000 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 8/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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, Farmum 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
SUB TOTAL SOR			\$4,825,625
Grand Total All			\$11,476,234

**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	Dismas Home of New Hampshire, Inc.	Manchester Rehabilitation Center	RTI/HRH, Inc.	Gratton County New Hampshire	Community Council of Nashua, N.H. Nashua 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	8	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 Cost	200	198	119	135	190	180	212	184	203	206	176	203	168
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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	300	286	178	223	278	256	300	277	288	289	262	298	258

Reviewer Name:

1. Sara Cleveland
2. Paula Hofman
3. Laurie Heath
- 4.
- 5.

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

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 Bridge Street Recovery, LLC ("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), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 1,052,232
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, Section 3.17. State Opioid Response (SOR) Grant Standards, by adding Subsection 3.17.13., to read:
3.17.13. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
4. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 22.581%, 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 TI083326, 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.
 - 1.3. 0% General funds.
 - 1.4. 77.419% Other funds (Governor's Commission).

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/30/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

11/22/2022

Date

DocuSigned by:
John Christian

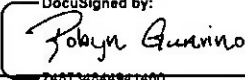
Name: John Christian
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

12/1/2022

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:

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 BRIDGE STREET RECOVERY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 20, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 799463

Certificate Number: 0005900470



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of November A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Stephen Bryan, 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 Bridge Street Recovery, LLC.
(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 November 22, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

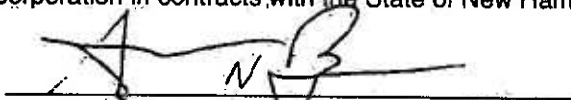
VOTED: That John Christian (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Bridge Street Recovery, LLC 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: November 22, 2022



Signature of Elected Officer
Name: Stephen Bryan
Title: Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2022

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Landmark American Ins Co	
INSURER B: Granite State Health Care and Human Services Self-	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 GL WC PROF **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LHC794628	02/16/2022	02/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			HCHS20220000533 (3a.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			LHC794628	02/16/2022	02/16/2023	Professional Each Claim \$1,000,000 Professional Aggregate \$3,000,000

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

CERTIFICATE HOLDER State of NH, Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	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
---	--



Lori A. Shilbnette
Commissioner

Katja S. Fox
Director

35 mac

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

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

March 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	334662-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	\$651,316	\$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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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	175226-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	(\$988,700)	\$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:			\$11,885,920	(\$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.

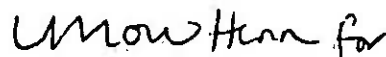
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and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



Lori A. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-95-92-420510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HIS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$89,199	\$148,657	\$215,856	
2023	074-500585	Community Grants	\$89,900	\$190,656	\$280,518	
2024	074-500585	Community Grants	\$21,261	\$45,059	\$66,320	
Sub-total			\$180,420	\$382,374	\$562,794	

Bridge Street Recovery, LLC		341988-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$136,979	\$186,976	\$303,955	
2023	074-500585	Community Grants	\$188,829	\$281,250	\$470,179	
2024	074-500585	Community Grants	\$40,498	\$0	\$40,498	
Sub-total			\$366,406	\$468,226	\$814,932	

Center/Dartmouth Hitchcock Keene		155405-B001		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	

CC of Nashua/Greater Nashua Mental Health		154112-B001		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	

Dismas Home		290061-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$82,908	\$281,250	\$364,158		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$139,933	\$375,000	\$514,933		

Families in Transition		157730-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$198,021	(\$52,907)	\$145,114		
2023	074-500585	Community Grants	\$271,691	\$90,592	\$362,283		
2024	074-500585	Community Grants	\$58,106	(\$45,059)	\$13,047		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Grafton City		177397-8003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven Hill		275119-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500565	Community Grants	\$49,152	\$93,750	\$142,902
2023	074-500565	Community Grants	\$51,320	\$281,250	\$332,570
2024	074-500565	Community Grants	\$10,965	\$0	\$10,965
Sub-total			\$111,437	\$375,000	\$466,437

Manchester Alcohol Rehab Center, Easter Seals, Farmum Center		177204-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500565	Community Grants	\$166,941	\$0	\$166,941
2023	074-500565	Community Grants	\$234,976	\$0	\$234,976
2024	074-500565	Community Grants	\$50,208	\$0	\$50,208
Sub-total			\$452,125	\$0	\$452,125

Southeastern NH Alcohol & Drug Abuse Services		155292-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500565	Community Grants	\$34,142	\$0	\$34,142
2023	074-500565	Community Grants	\$36,020	\$0	\$36,020
2024	074-500565	Community Grants	\$7,696	\$0	\$7,696
Sub-total			\$77,858	\$0	\$77,858
SUB TOTAL GOV COMM			\$2,256,979	\$1,573,226	\$3,830,205

05-05-02-020510-33840000 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	\$146,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,858	(\$190,858)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dartmouth 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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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	\$59,647	\$0	\$59,647
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,542	\$0	\$129,542

Dames 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$29,831	\$0	\$29,831
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	\$415,437	\$148,657	\$562,094
2023	074-500585	Community Grants	\$575,805	\$190,656	\$766,463
2024	074-500585	Community Grants	\$123,147	\$43,059	\$166,206
Sub-total			\$1,114,389	\$382,374	\$1,496,763

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	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,764	\$0	\$108,764
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farnon 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	074-500585	Community Grants	\$497,990	\$0	\$497,990
2024	074-500585	Community Grants	\$108,407	\$0	\$108,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,318	(\$776,536)	\$4,006,778

05-95-82-620510-70400000 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 8/20/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$68,800	\$0	\$68,800
2023	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

Damas 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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Beals, Farnum 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	\$597,800	(\$269,500)	\$328,300
Sub-total			\$2,391,200	(\$988,700)	\$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
SUB TOTAL SOR			\$4,825,825	(\$988,700)	\$3,836,925
Grand Total All			\$11,895,920	(\$182,012)	\$11,473,908

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

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 Bridge Street Recovery, LLC ("the Contractor").

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 modify the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8. Price Limitation, to read:
\$933,432
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1., Clinical Services, Subsection 3.1.3. to read:
 - 3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals;
 - 3.1.3.1. RESERVED
 - 3.1.3.2. RESERVED
 - 3.1.3.3. The Contractor shall provide Transitional Living Services, which are residential SUD treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. The Contractor shall ensure:
 - 3.1.3.3.1. Transitional Living Services include a minimum of three (3) hours of clinical services per week, of which a minimum of one (1) hour shall be delivered by a NH Licensed Counselor or unlicensed Counselor working under the supervision of a NH Licensed Supervisor; and
 - 3.1.3.3.2. The remaining hours are delivered by a NH Certified Recovery Support Worker (CRSW) working under a NH Licensed Supervisor or a Licensed Counselor; and
 - 3.1.3.3.3. The maximum length of stay is six (6) months, during which time adult residents who work in the community may be required to pay a portion of room and board.
 - 3.1.3.4. The Contractor shall ensure a minimum total of **eight (8) beds** are available

for Transitional Living Services provided through this Agreement.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.8 Assistance Enrolling in Insurance Programs, Paragraph 3.8.1. by adding Subparagraph 3.8.1.4. as follows:
 - 3.8.1.4. New Hampshire Medicare Programs.
4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11., Coordination of Care, by adding Paragraph 3.11.13. as follows:
 - 3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.6. to read:
 - 3.17.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor shall do so only with FDA-approved MAT, which includes:
 - 3.17.6.1. Methadone; and
 - 3.17.6.2. Buprenorphine products including:
 - 3.17.6.2.1. Single-entity buprenorphine products;
 - 3.17.6.2.2. Buprenorphine/naloxone tablets;
 - 3.17.6.2.3. Buprenorphine/naloxone films; and
 - 3.17.6.2.4. Buprenorphine/naloxone buccal preparations.
6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.7. to read:
 - 3.17.7. 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. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.8. to read:
 - 3.17.8. 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, but is not limited to:
 - 3.17.8.1. Internal policies for the distribution of Fentanyl strips;
 - 3.17.8.2. Distribution methods and frequency; and
 - 3.17.8.3. Other key data as requested by the Department.
8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.9. to read:
 - 3.17.9. 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:
 - 3.17.9.1. Aligns with the National Alliance for Recovery Residences Standards;

and

3.17.9.2. 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.

9. Modify Exhibit B, Section 6, Staffing, Subsection, 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.11 to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

11. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

12. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Bridge Street Recovery, LLC organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting

period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

- 12.1.5.2. The Contractor will report on any new borrowing activities.
- 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
- 13. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
- 14. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
- 15. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
- 16. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

3/2/2022

Date

DocuSigned by:
Katja S. Fox
ED9D05804C83442
Name: Katja S. Fox
Title: Director

Bridge Street Recovery, LLC

3/2/2022

Date

DocuSigned by:
John Christian
581D10640A81407
Name: John Christian
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/4/2022

Date

DocuSigned by:
Robyn Guarino
748734844011490

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-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

DS
JC

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

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- 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 individual 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;
 - 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 the Doorway and 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.

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- 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 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:
- 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
 - 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
 - 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
 - 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
 - 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
 - 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
 - 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
 - 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
 - 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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- 13.8.3. 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
- 13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

- 14.1. 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:
 - 14.1.1. Organized into related sections with entries in chronological order;
 - 14.1.2. Easy to read and understand;
 - 14.1.3. Complete, containing all the parts;
 - 14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;
 - 14.1.5. Up-to-date, including notes of most recent contacts; and
 - 14.1.6. Accessible to the Department upon request.
- 14.2. The Contractor shall ensure service records are organized as follows:
 - 14.2.1. First section, Intake/Initial Information:
 - 14.2.1.1. Identification data, including the individual's:
 - 14.2.1.1.1. Name;
 - 14.2.1.1.2. Date of birth;
 - 14.2.1.1.3. Address;
 - 14.2.1.1.4. Telephone number; and
 - 14.2.1.1.5. The last four (4) digits of the individual's Social Security number;
 - 14.2.1.2. The date of admission;
 - 14.2.1.3. Name, address, and telephone number of the individual's:
 - 14.2.1.3.1. Legal guardian;
 - 14.2.1.3.2. Representative payee;
 - 14.2.1.3.3. Emergency contact;
 - 14.2.1.3.4. The person or entity referring the individual for services, as applicable;
 - 14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
- 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
- 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
- 15.7.4. Document each medication taken in an individual's medication log, which includes:
- 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
- 15.7.4.2. The date and the time the medication was taken;
- 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
- 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
- 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
- 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

- 21.1.1. The right of access to treatment including:

- 21.1.1.1. 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

- 21.1.1.2. 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

- 21.1.2. The right to quality treatment including:

- 21.1.2.1. 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;

- 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

- 21.1.4. 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;

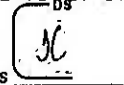
- 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

- 21.1.6. 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;

- 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

- 21.1.7.1. Freedom of movement; and

- 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;



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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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- 23.1. The Contractor shall ensure individuals of residential programs retain the following rights:
- 23.1.1. The right to a safe, sanitary, and humane living environment;
 - 23.1.2. The right to privately communicate with others, including:
 - 23.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and
 - 23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;
 - 23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;
 - 23.1.4. The right to privacy, including the following:
 - 23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 23.1.5. The right to individual choice, including the following:
 - 23.1.5.1. The right to keep and wear their own clothes;
 - 23.1.5.2. The right to space for personal possessions;
 - 23.1.5.3. The right to keep and to read materials of their own choosing;
 - 23.1.5.4. The right to keep and spend their own money; and
 - 23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:
 - 23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.



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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. 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

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. 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.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. 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.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. 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.

24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 12.73%, 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.**
 - 1.2. 0% General funds.
 - 1.3. 87.27% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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 Exhibit C-1 through Exhibit C-3, Transitional Living Program Budget.
 - 3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.2. Ensure approval for Exhibit C-1 through Exhibit C-3, Transitional Living Program 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, 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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, Transitional Living Program Budget

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5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-2, Transitional Living Program Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-3, Transitional Living Program Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule..
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved

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budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

- 8.1. The Contractor shall maintain documentation that includes, but is not limited to:

- 8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

- 8.1.2. WITS ID of the individual receiving services, if applicable.

- 8.1.3. Date range of stay per individual for which expenses apply.

- 8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

- 8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

- 8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

- 9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

- 9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

- 9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

- 9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

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9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

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- 10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 10.3.3. Receipts for expenses within the applicable state fiscal year.
 - 10.3.4. Cost center reports.
 - 10.3.5. Profit and loss reports.
 - 10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
- 11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
 - 12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301
 - 13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
 - 14. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
 - 15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
 - 16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 - 17. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

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18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
19. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
20. Audits
- 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
- 20.1.1. 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.
- 20.1.2. 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.
- 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 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.
- 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. 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.
- 20.5. 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

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Substance Use Disorder Treatment and Recovery Support Services
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Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



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

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:
 - o. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

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New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

Department of Health and Human Services

Bridge Street Recovery, LLC

The State

Name of the Contractor

Katja S. Fox

John Christian

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

John Christian

Name of Authorized Representative

Name of Authorized Representative

director

CEO

Title of Authorized Representative

Title of Authorized Representative

3/2/2022

3/2/2022

Date

Date



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

Exhibit L, Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates, or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

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Lori A. Shibleyette
CommissionerKatja S. Fox
Director

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

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

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/NHNH, 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

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

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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DocuSign Envelope ID: 24838D69-68D2-411B-8479-066677FE92BE

DocuSign Envelope ID: 68F1ECAE-F12A-4807-8D4F-5154232681BC

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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
6CA82894123473...

Lori A. Shibinette
Commissioner

06-98-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$69,199
2023	102-500731	Contracts for Prog Svc	\$89,961
2024	102-500731	Contracts for Prog Svc	\$21,261
Sub-total			\$180,421

Bridge Street Recovery, LLC		341988-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$136,979
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$366,405

Center/Dartmouth Hitchcock Keene		155405-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$60,015
2023	102-500731	Contracts for Prog Svc	\$59,498
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

CC of Nashua/Greater Nashua
Mental Health

154112-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

Dismas Home

290061-B001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$196,022
2023	102-500731	Contracts for Prog Svc	\$271,691
2024	102-500731	Contracts for Prog Svc	\$58,108
Sub-total			\$525,818

Grafton Cty		177397-8003		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	\$89,395		
2024	102-500731	Contracts for Prog Svc	\$14,827		
Sub-total			\$148,854		

Harbor Care		186574-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		

Headrest, 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		275118-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	\$10,865		
Sub-total			\$111,437		

Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center

177204-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$166,941
2023	102-500731	Contracts for Prog Svc	\$234,977
2024	102-500731	Contracts for Prog Svc	\$50,208
Sub-total			\$452,125

Southeastern NH Alcohol & Drug
Abuse Services

155292-B001

PO 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	\$7,896
Sub-total			\$77,858
SUB TOTAL GOV COMM			\$2,185,857

05-96-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: 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
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,858
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,629
Sub-total			\$776,539

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	\$27,611
Sub-total			\$281,095

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	\$91,226
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 City

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrosi, 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	\$104,189
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,
Easter Seals, Famum 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	\$497,896
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

**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	\$16,311
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,653,772

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) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$1,783,400
2023	102-500731	Contracts for Prog Svc	\$597,800
Sub-total			\$2,381,200

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
SUB TOTAL SOR			\$4,825,825
Grand Total All			\$11,476,254

**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

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FT/NH/NH, Inc.	Graton 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
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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

Title

1 Sara Cleveland

2 Paula Holgan

3 Laurie Heath

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

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 The Cheshire Medical 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), 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, 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 modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B, Scope of Services, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/18/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

The Cheshire Medical Center

11/16/2022

Date

DocuSigned by:
Daniel Gross

Name: Daniel Gross
Title: CFO

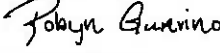
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/21/2022

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:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:
 - 1.1.1. Stopping or reducing substance misuse;
 - 1.1.2. Improving physical and mental health and social function; and
 - 1.1.3. Reducing risk for recurrence of substance misuse.
- 1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)
 - 1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:
 - 1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.
 - 1.2.1.2. Ensure all services:
 - 1.2.1.2.1. Focus on strengths and resilience of individuals and families;
 - 1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;
 - 1.2.1.2.3. Promote person-centered and self-directed approaches to care; and
 - 1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.
- 1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.
- 1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.
- 1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

2. Population Served

- 2.1. The Contractor shall provide services to individuals who:
 - 2.1.1. Have income below 400% of the Federal Poverty Level;
 - 2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and
 - 2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.
- 2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:
 - 2.2.1. The individuals who are aged 12 years and older; or
 - 2.2.2. The parent or legal guardian of an individual who is less than 12 years of age.
- 2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:
 - 2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or
 - 2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.
- 2.4. The Contractor shall provide services to eligible individuals who:
 - 2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;
 - 2.4.2. Have co-occurring mental health disorders; or
 - 2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;
 - 2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

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

- 2.5.1.3. Provide interim services 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:
 - 2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;
 - 2.5.1.3.2. Recovery support services as needed by the individual; or
 - 2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.
- 2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. 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.
- 2.5.4. Individuals with substance use and co-occurring mental health disorders;
- 2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;
- 2.5.6. Veterans with SUD;
- 2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and
- 2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

- 3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

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this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (**ASAM**) **Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide **Ambulatory Withdrawal Management** services as defined as ASAM Criteria, Level 1-WM, as an outpatient service. The Contractor shall ensure withdrawal management services provide a combination of clinical and/or medical services to stabilize the individual undergoing withdrawal.

3.1.3.4. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:

3.1.3.4.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;

3.1.3.4.2. Coordinate care and meet all requirements for the service provided;

3.1.3.4.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components

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for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.2. Interim Services

3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.2.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks 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.

3.3. Infectious Diseases

3.3.1. *Oral Fluid HIV Testing*

3.3.1.1. The Contractor shall administer, or allow clients to self-administer, rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing at the time of the second session for outpatient services.

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

3.3.1.3.1. The provision of information;

3.3.1.3.2. Risk assessment; and

3.3.1.3.3. Intervention and risk reduction education.

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- 3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:
 - 3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.
 - 3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.
 - 3.3.1.4.3. Link individuals to medical care and counseling services.
 - 3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:
 - 3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and
 - 3.3.1.5.2. Clearly document the refusal in the individual's file.
 - 3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:
 - 3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and
 - 3.3.1.6.2. Ensure follow-up services were provided as appropriate.
 - 3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 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 tuberculosis services available to each individual

**New Hampshire Department of Health and Human Services
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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.
- 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 based on 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 42 CFR part 2.
 - 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 42 CFR part 2.

3.4. Eligibility and Intake

- 3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:
 - 3.4.1.1. Assess each individual's income prior to admission using the state provided electronic record system fee determination model; and
 - 3.4.1.2. Ensure the individual signs the income assessment upon admission to treatment.
- 3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:
 - 3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

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- 3.4.2.2. Document each inquiry in the individual's service record using the state approved electronic record system fee determination model; and
 - 3.4.2.3. Ensure the individual receiving services signs each updated income assessment.
 - 3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:
 - 3.4.3.1. 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:
 - 3.4.3.1.1. Face-to-face, in person;
 - 3.4.3.1.2. Face-to-face, virtually and/or electronically; or
 - 3.4.3.1.3. By telephone.
 - 3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the state provided electronic record system Social Detox Screen or another Department-approved tool, and document the results in the state provided electronic record system, to determine:
 - 3.4.3.2.1. The probability of eligibility for services under this Agreement; and
 - 3.4.3.2.2. The probability of the individual having a substance use disorder.
 - 3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.
- 3.5. Clinical Evaluation
- 3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed 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 from the referring agency are recorded in the individual's record within three (3) sessions for any outpatient levels of care.

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- 3.5.3. The Contractor shall complete a new clinical evaluation for the individual 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 NH Licensed or Unlicensed Counselor;
 - 3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or
 - 3.5.3.4. An individual presents without a completed evaluation.
- 3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.
- 3.5.5. The Contractor shall ensure the new evaluation is:
 - 3.5.5.1. Completed within three (3) sessions for any outpatient level of care, and
 - 3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.
- 3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:
 - 3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or
 - 3.5.6.2. 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:
 - 3.5.6.2.1. A service with a lower Intensity ASAM level of care;
 - 3.5.6.2.2. A service with the next available higher intensity ASAM level of care;
 - 3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

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

3.5.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

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 in Subsection 2.11.

3.6.3. The Contractor shall provide monthly reports to the Department detailing:

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, as listed in Subsection 2.5, 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 who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.7.1.1. Public insurance.

3.7.1.2. Private insurance.

3.7.1.3. New Hampshire Medicaid programs.

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.

3.8. 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

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meeting one of the following criteria:

- 3.8.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the 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.
- 3.8.1.2. In accordance with:
 - 3.8.1.2.1. ASAM Criteria;
 - 3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and
 - 3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).
- 3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:
 - 3.8.2.1. Initial contact;
 - 3.8.2.2. Screening;
 - 3.8.2.3. Intake;
 - 3.8.2.4. Initial Clinical Evaluation/Assessment;
 - 3.8.2.5. Admission;
 - 3.8.2.6. On-going treatment services; and
 - 3.8.2.7. Discharge.
- 3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:
 - 3.8.3.1. Initial contact;
 - 3.8.3.2. Screening;
 - 3.8.3.3. Intake;
 - 3.8.3.4. Initial Clinical Evaluation/Assessment;
 - 3.8.3.5. Admission; and
 - 3.8.3.6. On-going treatment services.

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- 3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:
- 3.8.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.
 - 3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:
 - 3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.
 - 3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

- 3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:
- 3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;
 - 3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:
 - 3.9.1.2.1. Specific, clearly defining what shall be done;
 - 3.9.1.2.2. Measurable, including clear criteria for progress and completion;
 - 3.9.1.2.3. Attainable, within the individual's ability to achieve;
 - 3.9.1.2.4. Realistic, the resources are available to the individual;

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- 3.9.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and
- 3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:
 - 3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.
 - 3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.
 - 3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.
 - 3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.
- 3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:
 - 3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;
 - 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.
- 3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:
 - 3.9.4.1. Justification for 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 justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:
 - 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

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the individual to continue working toward treatment goals; or

- 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; and /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.
- 3.9.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in the state provided electronic record system, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

- 3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.
- 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 42 CFR Part 2.
- 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, but are not limited to:
 - 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

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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. Medication-Assisted Treatment (MAT) providers.
- 3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.
- 3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.
- 3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:
 - 3.10.5.1. Ensuring timely admission of individuals to services,
 - 3.10.5.2. Completing initial clinical evaluations as needed.
 - 3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.
 - 3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.
- 3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.
- 3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:
 - 3.10.7.1. NH Division for Children, Youth and Families (DCYF).
 - 3.10.7.2. Probation and parole.
 - 3.10.7.3. Doorways.
- 3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.
- 3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

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- 3.10.10. 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.
- 3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.
- 3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:
- 3.10.12.1. Addresses all ASAM Dimensions;
 - 3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and
 - 3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.
- 3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
- 3.11. The Contractor shall discharge an individual from the state provided electronic record system by closing the Episode when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:
- 3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.
- 3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of the state provided electronic record system for each individual at the time of transfer or discharge from the program.
- 3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

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- 3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;
- 3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;
- 3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and
- 3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:
 - 3.13.4.1. 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; or
 - 3.13.4.2. 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 another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 3.13.4.3. 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
 - 3.13.4.4. 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.

3.14. Individual and Group Education

- 3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:
 - 3.14.1.1. Substance use disorders.

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- 3.14.1.2. Relapse prevention.
 - 3.14.1.3. Hepatitis C Virus (HCV).
 - 3.14.1.4. Human Immunodeficiency Virus (HIV).
 - 3.14.1.5. Sexually Transmitted Diseases (STDs).
 - 3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 3.14.1.7. 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.
 - 3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.
- 3.14.2. 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.
- 3.14.3. The Contractor shall maintain an outline of each educational session provided.
- 3.15. Tobacco-Free Environment
- 3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:
 - 3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.
 - 3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.
 - 3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.
 - 3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:
 - 3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;
 - 3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

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3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.15.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

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

3.16. Reserved

4. Web Information Technology System

4.1. The Contractor shall use the state provided electronic record system to record contact with individuals within three (3) days following the activity, unless otherwise stated in the guidance document(s). The Contractor shall utilize the state provided electronic record system to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

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

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the state provided electronic record system Information Acknowledgement and obtain the individual's signature on that format 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 system 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

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individual into the state provided electronic record system system. 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 state provided electronic record system system 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 the state provided electronic record system to enter information for non-BDAS individuals if the following conditions apply:
- 4.5.1. The Department has approved the Contractors' use of the state provided electronic record system for this purpose;
 - 4.5.2. The Contractor utilized the state provided electronic record system prior to September of 2019; and
 - 4.5.3. The Contractor does not have an alternative electronic health record available for use.
- 4.6. The Contractor shall cease utilizing the state provided electronic record system 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:
- 4.6.1. Individuals receiving BDAS-funded SUD treatment services,
 - 4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
- 4.7. The Contractor may use their own electronic health record (EHR), in addition to the state provided electronic record system, to record and track other data not collected in the state provided electronic record system, upon approval by the Department and only if the Department has access to the EHR.
- 4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in the state provided electronic record system.
- 4.9. The Contractor shall follow all the instructions and requirements in the most current User Guide, as provided by the Department.
- 4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

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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.
 - 5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services
 - 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 telecommunication technology.
 - 5.2.3. Only authorized users have access to any 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.
 - 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 minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:
- 6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
 - 6.1.2. Staffing ratios for the following:
 - 6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide



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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 NH Licensed Counselor or Unlicensed Counselor 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 eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.
- 6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability 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. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:
- 6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.
- 6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, 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.

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- 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 the following topics, as approved by the Department, prior to beginning their internship:
 - 6.6.1. Ethics;
 - 6.6.2. 12 Core Functions;
 - 6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.6.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates 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, but not limited to:
 - 6.8.1. Common areas.
 - 6.8.2. Group rooms.
 - 6.8.3. Classrooms.
- 6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.
- 6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.
- 6.11. The Contractor shall ensure no Licensed Supervisor 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, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

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- 6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
- 6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:
 - 6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 6.13.2. The 12 core functions;
 - 6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.13.4. 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 protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:
 - 6.14.1. Ethics;
 - 6.14.2. 12 Core Functions;
 - 6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.14.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.
- 6.15. The Contractor shall provide in-service training to all staff involved in individual care 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:
 - 6.15.1. Contract requirements;
 - 6.15.2. Policies and procedures provided by the Department;
 - 6.15.3. Hepatitis C (HCV);
 - 6.15.4. Human immunodeficiency virus (HIV);

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- 6.15.5. Tuberculosis (TB); and
- 6.15.6. Sexually transmitted diseases (STDs).
- 6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:
 - 6.16.1. Advancements in the science and evidence-based practices of the SUD field; and
 - 6.16.2. State and federal laws and rules relating to confidentiality.
- 6.17. 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 which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

- 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it

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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.

- 7.6. 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.
- 7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:
 - 7.7.1. The action(s) that shall be taken to correct each deficiency;
 - 7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 7.7.3. The specific steps and time line for implementing the actions above;
 - 7.7.4. The plan for monitoring to ensure that the actions above are effective; and
 - 7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

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

9. Reporting Requirements

- 9.1. The Contractor shall report individual demographic data in the state provided electronic record system for all BDAS funded individuals as specified in the current User Guide.
- 9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in the state provided electronic record system for:
 - 9.2.1. 100% of all individuals at admission.

**New Hampshire Department of Health and Human Services
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- 9.2.2. 100% of all individuals who are discharged.
- 9.3. The Contractor shall report all data *necessary for calculation* of the following performance measures in the state provided electronic record system and as specified in the User Guide:
- 9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;
 - 9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
 - 9.3.4. Treatment completion: Percentage of individuals completing treatment; and
 - 9.3.5. National Outcome Measures (NOMS):
 - 9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.
 - 9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 9.4. The Contractor shall report all other data, as specified in the state provided electronic 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. ⁰⁵The

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Contractor agrees that:

- 9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 9.7.1.1. Abuse;
 - 9.7.1.2. Neglect;
 - 9.7.1.3. Exploitation;
 - 9.7.1.4. Rights violation;
 - 9.7.1.5. Missing person;
 - 9.7.1.6. Medical emergency;
 - 9.7.1.7. Restraint; or
 - 9.7.1.8. Medical error.
- 9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.
- 9.9. The Contractor shall report critical incidents to other agencies as required by law.
- 9.10. 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.
- 9.11. 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.
- 9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.
- 9.13. The Contractor shall refer to the current User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

- 10.1. 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 vendor performance:
 - 10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

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- 10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
- 10.1.4. Treatment completion: Percentage of individuals completing treatment; and
- 10.1.5. National Outcome Measures (NOMS): 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:
 - 10.1.5.1. 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 BDAS contracted SUD treatment provider).
 - 10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.
 - 10.2.1. 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.
 - 10.2.2. The Department may identify expectations for active and regular 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.
- 10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:
 - 10.3.1. Electronic and in-person individual record reviews.

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- 10.3.2. Site visits.
- 10.3.3. Training and technical assistance activities.
- 10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.
- 10.5. 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.
- 10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.
- 10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.
- 10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

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- 11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.
- 11.3.1.2. 11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.
- 11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."
- 11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 11.3.4.1. Brochures.
 - 11.3.4.2. Resource directories.
 - 11.3.4.3. Protocols or guidelines.
 - 11.3.4.4. Posters.
 - 11.3.4.5. Reports.
- 11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 11.4. Operation of Facilities: Compliance with Laws and Regulations
 - 11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees

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that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

- 11.4.2. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.
- 11.4.3. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:
 - 11.4.3.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;
 - 11.4.3.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 11.4.3.3. Individual notification processes and procedures for transitioning records.
- 11.4.4. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 11.4.5. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

- 11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to

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**New Hampshire Department of Health and Human Services
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support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

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

11.6.1.4. Medical records on each individual who receives services.

11.6.2. 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 shall have access to all reports and records maintained pursuant to

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the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Cheshire Medical Center organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover

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**New Hampshire Department of Health and Human Services
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expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

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12.1.5. Total Lines of Credit:

- 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.
- 12.1.5.2. The Contractor will report on any new borrowing activities.
- 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

12.2. In the event that the Contractor does not meet either:

- 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
- 12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

- 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
- 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

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 THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 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: 62567

Certificate Number: 0005786276



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Officer of Cheshire Medical Center
(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 June 10, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Don Caruso, MD, Kathryn Willbarger or Daniel Gross (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Cheshire Medical 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: 10/25/2022



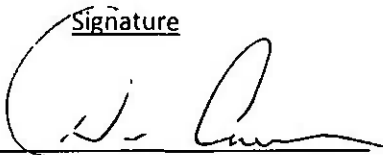
Signature of Elected Officer
Name: Susan Abert
Title: Chair, Cheshire Medical Center,
Board of Trustees

RESOLUTION

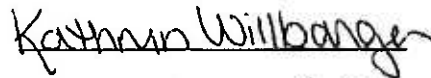
That Don Caruso, Chief Executive Officer/President; Kathryn Willbarger, Chief Operating Officer; Daniel Gross, Chief Financial Officer and their successors in office are hereby jointly and severally authorized and empowered on behalf of Cheshire Medical Center to exercise options and/or rights, warrants, and other securities, and to sell, assign, and transfer all or any stock rights, warrants, bonds, and/or securities hereafter standing or registered in the name of Cheshire Medical Center or Cheshire Health Foundation; to execute the instruments proper or necessary to effect any such purchase and/or transfers and to sell and convey real estate, and to enter into contractual arrangements for any and all Cheshire Medical Center's or Cheshire Health Foundation's regular and program affairs with other institutions and private parties.

That It Be Further Resolved that any and all Resolutions heretofore adopted inconsistent with the above Resolution be and they are hereby rescinded.

Don Caruso

Signature


Kathryn Willbarger



Daniel Gross



I hereby certify that the above is a true copy of a Resolution unanimously adopted at a meeting of the Board of Trustees of Cheshire Medical Center held on June 10, 2021.



Robert Mitchell
Secretary

CERTIFICATE OF INSURANCE

COMPANY AFFORDING COVERAGE
 Hamden Assurance Risk Retention Group, Inc.
 P.O. Box 1687
 30 Main Street, Suite 330
 Burlington, VT 05401

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED
 Cheshire Medical Center
 590 Court Street
 Keene, NH 02241

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	0002022-A	7/1/2022	7/1/2023	EACH OCCURRENCE	\$1,000,000
				DAMAGE TO RENTED PREMISES	\$1,000,000
				MEDICAL EXPENSES	N/A
				PERSONAL & ADV INJURY	\$1,000,000
				GENERAL AGGREGATE	\$3,000,000
				PRODUCTS-COMP/OP AGG	\$1,000,000
PROFESSIONAL LIABILITY				EACH CLAIM	\$1,000,000
				ANNUAL AGGREGATE	\$3,000,000
OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
 Certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2022

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 1780862
HUB International New England
100 Central Street
Suite 201
Holliston, MA 01746
CONTACT NAME: Lauren Stiles
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Stiles@hubinternational.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Safety National Casualty Corporation NAIC # 15105
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:
INSURED
Dartmouth-Hitchcock Health
1 Medical Center Dr.
Lebanon, NH 03756

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage for Cheshire Medical Center.

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant Street, 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

3- Year Strategic Plan : Our Mission, Vision, and Values

MISSION:

To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

VISION:

To continually improve the health outcomes of the people we care for through our role in providing high-value health care, remaining a sustainable resource for our region.

OUR VALUES:

Excellence – delivering care at the highest possible standard to every patient, every day

Compassion – Taking the humanity of others into account during every interaction

Collaboration – Working closely with colleagues and partners to achieve operational improvements and implement effective solutions

Inclusiveness – Celebrating and respecting the identity, perspective, and background of every patient and staff member

Responsibility – Acting as good stewards of resources and working to control costs

Vigilance – Keeping the safety of patients and colleagues first and foremost

Transparency – Being clear and honest with patients and colleagues



Dartmouth-Hitchcock Health and Subsidiaries

**Consolidated Financial Statements
June 30, 2021 and 2020**

Dartmouth-Hitchcock Health and Subsidiaries
Index
June 30, 2021 and 2020

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Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2021 and 2020, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements 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 the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2021 and 2020, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

Principals of PwC LLP

Boston, Massachusetts
November 18, 2021

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2021 and 2020

<i>(in thousands of dollars)</i>	2021	2020
Assets		
Current assets		
Cash and cash equivalents	\$ 374,928	\$ 453,223
Patient accounts receivable (Note 4)	232,161	183,819
Prepaid expenses and other current assets	157,318	161,906
Total current assets	764,407	798,948
Assets limited as to use (Notes 5 and 7)	1,378,479	1,134,526
Other investments for restricted activities (Notes 5 and 7)	168,035	140,580
Property, plant, and equipment, net (Note 6)	680,433	643,586
Right of use assets, net (Note 16)	58,410	57,585
Other assets	177,098	137,338
Total assets	<u>\$ 3,226,862</u>	<u>\$ 2,912,563</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 9,407	\$ 9,467
Current portion of right of use obligations (Note 16)	11,289	11,775
Current portion of liability for pension and other postretirement plan benefits (Note 11 and 14)	3,468	3,468
Accounts payable and accrued expenses	131,224	129,016
Accrued compensation and related benefits	182,070	142,991
Estimated third-party settlements (Note 3 and 4)	252,543	302,525
Total current liabilities	590,001	599,242
Long-term debt, excluding current portion (Note 10)	1,126,357	1,138,530
Long-term right of use obligations, excluding current portion (Note 16)	48,167	46,456
Insurance deposits and related liabilities (Note 12)	79,974	77,146
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11 and 14)	224,752	324,257
Other liabilities	214,714	143,678
Total liabilities	<u>2,283,965</u>	<u>2,329,309</u>
Commitments and contingencies (Notes 3, 4, 6, 7, 10, 13, and 16)		
Net assets		
Net assets without donor restrictions (Note 9)	758,627	431,026
Net assets with donor restrictions (Notes 8 and 9)	184,270	152,228
Total net assets	<u>942,897</u>	<u>583,254</u>
Total liabilities and net assets	<u>\$ 3,226,862</u>	<u>\$ 2,912,563</u>

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2021 and 2020

<i>(in thousands of dollars)</i>	2021	2020
Operating revenue and other support		
Net patient service revenue (Note 4)	\$ 2,138,287	\$ 1,880,025
Contracted revenue	85,263	74,028
Other operating revenue (Note 5)	424,958	374,622
Net assets released from restrictions	15,201	16,260
Total operating revenue and other support	<u>2,663,709</u>	<u>2,344,935</u>
Operating expenses		
Salaries	1,185,910	1,144,823
Employee benefits	302,142	272,872
Medications and medical supplies	545,523	455,381
Purchased services and other	383,949	360,496
Medicaid enhancement tax (Note 4)	72,941	76,010
Depreciation and amortization	88,921	92,164
Interest (Note 10)	30,787	27,322
Total operating expenses	<u>2,610,173</u>	<u>2,429,068</u>
Operating income (loss)	<u>53,536</u>	<u>(84,133)</u>
Non-operating gains (losses)		
Investment income, net (Note 5)	203,776	27,047
Other components of net periodic pension and post retirement benefit income (Note 11 and 14)	13,559	10,810
Other losses, net (Note 10)	(4,233)	(2,707)
Total non-operating gains, net	<u>213,102</u>	<u>35,150</u>
Excess (deficiency) of revenue over expenses	<u>\$ 266,638</u>	<u>\$ (48,983)</u>

Consolidated Statements of Operations and Changes in Net Assets – continues on next page

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets - Continued
Years Ended June 30, 2021 and 2020

<i>(in thousands of dollars)</i>	2021	2020
Net assets without donor restrictions		
Excess (deficiency) of revenue over expenses	\$ 266,638	\$ (48,983)
Net assets released from restrictions for capital	2,017	1,414
Change in funded status of pension and other postretirement benefits (Note 11)	59,132	(79,022)
Other changes in net assets	(186)	(2,316)
Increase (decrease) in net assets without donor restrictions	<u>327,601</u>	<u>(128,907)</u>
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	30,107	26,312
Investment income, net	19,153	1,130
Net assets released from restrictions	(17,218)	(17,674)
Increase in net assets with donor restrictions	<u>32,042</u>	<u>9,768</u>
Change in net assets	359,643	(119,139)
Net assets		
Beginning of year	<u>583,254</u>	<u>702,393</u>
End of year	<u>\$ 942,897</u>	<u>\$ 583,254</u>

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2021 and 2020

<i>(in thousands of dollars)</i>	2021	2020
Cash flows from operating activities		
Change in net assets	\$ 359,643	\$ (119,139)
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	88,904	93,704
Amortization of bond premium, discount, and issuance cost, net	(2,820)	153
Amortization of right of use asset	10,034	8,218
Payments on right of use lease obligations - operating	(9,844)	(7,941)
Change in funded status of pension and other postretirement benefits	(59,132)	79,022
Loss (gain) on disposal of fixed assets	592	(39)
Net realized gains and change in net unrealized gains on investments	(228,489)	(14,060)
Restricted contributions and investment earnings	(3,445)	(3,605)
Changes in assets and liabilities		
Patient accounts receivable	(48,342)	37,306
Prepaid expenses and other current assets	4,588	(78,907)
Other assets, net	(39,760)	(13,385)
Accounts payable and accrued expenses	1,223	9,772
Accrued compensation and related benefits	39,079	14,583
Estimated third-party settlements	9,787	260,955
Insurance deposits and related liabilities	2,828	18,739
Liability for pension and other postretirement benefits	(40,373)	(35,774)
Other liabilities	11,267	19,542
Net cash provided by operating and non-operating activities	<u>95,740</u>	<u>269,144</u>
Cash flows from investing activities		
Purchase of property, plant, and equipment	(122,347)	(128,019)
Proceeds from sale of property, plant, and equipment	316	2,987
Purchases of investments	(95,943)	(321,152)
Proceeds from maturities and sales of investments	75,071	82,986
Net cash used in investing activities	<u>(142,903)</u>	<u>(363,198)</u>
Cash flows from financing activities		
Proceeds from line of credit	-	35,000
Payments on line of credit	-	(35,000)
Repayment of long-term debt	(9,183)	(10,665)
Proceeds from issuance of debt	-	415,336
Repayment of finance lease	(3,117)	(2,429)
Payment of debt issuance costs	(230)	(2,157)
Restricted contributions and investment earnings	3,445	3,605
Net cash (used in) provided by financing activities	<u>(9,085)</u>	<u>403,690</u>
(Decrease) increase in cash and cash equivalents	(56,248)	309,636
Cash and cash equivalents		
Beginning of year	453,223	143,587
End of year	<u>\$ 396,975</u>	<u>\$ 453,223</u>
Supplemental cash flow information		
Interest paid	\$ 41,819	\$ 22,562
Construction in progress included in accounts payable and accrued expenses	16,192	17,177

The following table reconciles cash and cash equivalents on the consolidated balance sheets to cash, cash equivalents and restricted cash on the consolidated statements of cash flows.

	2021	2020
Cash and cash equivalents	\$ 374,928	\$ 453,223
Cash and cash equivalents included in assets limited as to use	18,500	-
Restricted cash and cash equivalents included in Other investments for restricted activities	3,547	-
Total of cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	<u>\$ 396,975</u>	<u>\$ 453,223</u>

The accompanying notes are an integral part of these consolidated financial statements.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic (DHC) and Subsidiaries, Mary Hitchcock Memorial Hospital (MHMH) and Subsidiaries, (DHC and MHMH together are referred to as D-H), The New London Hospital Association (NLH) and Subsidiaries, Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) (MAHHC) and Subsidiaries, Cheshire Medical Center (Cheshire) and Subsidiaries, Alice Peck Day Memorial Hospital (APD) and Subsidiary, and the Visiting Nurse and Hospice for Vermont and New Hampshire (VNH) and Subsidiaries. The "Health System" consists of D-HH, its members and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, DHC, MHMH, NLH, Cheshire, and APD are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). MAHHC and VNH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health (GOH) entered into an agreement (The Combination Agreement) to combine their respective healthcare systems. The GOH system is comprised of Catholic Medical Center (CMC), an acute care community hospital in Manchester, New Hampshire, Huggins Hospital (HH) located in Wolfeboro, NH and Monadnock Community Hospital, (MCH) located in Peterborough, NH. Both HH and MCH are designated as Critical Access Hospitals (CAH). The three member hospitals of GOH have a combined licensed bed count of 380 beds. GOH is a non-profit, community based health care system. The overarching rationale for the proposed combination is to improve access to high quality primary and specialty care in the most convenient, cost-effective sites of service for patients and the communities served by D-HH and GOH. Other stated benefits of the combination include reinforcing the rural health network, investing in needed capacity to accommodate unmet and anticipated demand, and drawing on our combined strengths to attract the necessary health care workforce. The parties have submitted regulatory filings with the Federal Trade Commission and the New Hampshire Attorney General's office seeking approval of the proposed transaction. As of June 30, 2021, the proposed combination remains under regulatory review.

Community Benefits

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).
- *Health Professions Education* includes uncompensated costs of training medical students, residents, nurses, and other health care professionals
- *Subsidized Health Services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Research Support and Other Grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs.
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.
- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2021 and 2020

- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries.
- *The Uncompensated Cost of Care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2020 was approximately \$182,209,000. The 2021 Community Benefits Reports are expected to be filed in February 2022.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2021:

(in thousands of dollars)

Government-sponsored healthcare services	\$ 309,203
Health professional education	38,978
Charity care	17,441
Subsidized health services	17,341
Community health services	13,866
Research	7,064
Community building activities	4,391
Financial contributions	3,276
Community benefit operations	57
Total community benefit value	\$ 411,617

In fiscal years 2021 and 2020, funds received to offset or subsidize charity care costs provided were \$848,000 and \$1,224,000, respectively.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America 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 dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include implicit and explicit pricing concessions, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

Excess (Deficiency) of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the excess (deficiency) of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the excess (deficiency) of revenue over expenses, consistent with industry practice, include contributions of long-lived assets including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets, and change in funded status of pension and other postretirement benefit plans.

Charity Care

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. The amount of charges for implicit price concessions is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

Patient Service Revenue

The Health System applies the accounting provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). Patient service revenue is reported at the amount of consideration to which the Health System expects to be entitled from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and implicit pricing concessions. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Contracted Revenue

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription. Other revenue also includes the Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Securities Act ("CARES Act" Provider Relief Funds ("Provider Relief Funds") operating agreements, grant revenue, cafeteria sales and other support service revenue (Note 3).

Cash Equivalents

Cash and cash equivalents include amounts on deposit with financial institutions; short-term investments with maturities of three months or less at the time of purchase and other highly liquid investments, primarily cash management funds, which would be considered level 1 investments under the fair value hierarchy. All short-term, highly liquid investments, otherwise qualifying as cash equivalents, included within the Health System's endowment and similar investment pools are classified as investments, at fair value and therefore are excluded from Cash and cash equivalents in the Statements of Cash Flows.

Investments and Investment Income

Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the excess (deficiency) of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess (deficiency) of revenue over expenses.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Certain members of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and assets with donor restrictions, such as endowment funds, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on investments, change in value of equity method investments, interest, and dividends) are included in the excess (deficiency) of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

Fair Value Measurement of Financial Instruments

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.
- Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.
- Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The carrying amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate fair value due to the short maturity of these instruments.

Property, Plant, and Equipment

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as support, and excluded from the excess (deficiency) of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Intangible Assets and Goodwill

The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$9,403,000 and \$10,007,000 as intangible assets associated with its affiliations as of June 30, 2021 and 2020, respectively.

Gifts

Gifts without donor restrictions are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Dartmouth-Hitchcock Health and Subsidiaries

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Recently Issued Accounting Pronouncements

In August 2018, FASB issued ASU No. 2018-15, *Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract*. This ASU aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software or software licenses. The ASU is effective for fiscal year 2022 and the Health System is evaluating the impact of the new guidance on the consolidated financial statements.

3. COVID – 19’s Impact on Dartmouth-Hitchcock Health

Throughout the 18 months since New Hampshire’s first COVID-19 patient presented at Dartmouth-Hitchcock Health’s academic medical center campus in Lebanon, New Hampshire, the organization has responded to meet the needs of our patients, community and staff, transforming as necessary to resume operations. Personal Protective Equipment (PPE), which was critically short at the outset of the pandemic, is now readily available. D-HH’S academic medical center campus continues to serve as the referral site for the state’s and region’s most complex COVID cases.

There have been three primary points of clinical emphasis in responding to COVID-19: telehealth, laboratory medicine, and clinical trials throughout the past year and a half. The pace and volume of COVID-19 response lessened in this past quarter, as vaccination efforts and declining case counts in D-HH’s service area have made a significant difference in the necessary clinical response. While demand for telehealth has seen an expected drop in utilization from the daily virtual encounters seen early in the pandemic, in December 2020, D-HH’s Center for Telehealth launched a virtual Urgent Care service for beneficiaries of the D-H health plan. In April, it was expanded as a general consumer offering and we continue to provide telehealth services to, and create partnerships with, an expanding number of hospitals and health systems around the region.

The learned and lived experiences of the past 18 months have positioned D-HH well to continue its economic recovery as we have found the clinical balance between caring for COVID-19 patients while continuing to care for non-COVID cases.

Health and Human Services (“HHS”) Provider Relief Funds

D-HH received \$65,600,000 and \$88,700,000 from the Provider Relief funds for the years ended June 30, 2021 and 2020, respectively. We will continue to pursue Provider Relief funds as available and required to provide support to D-HH.

Medicare and Medicaid Services (“CMS”) expanded Accelerated and Advance Payment Program

D-HH received a total of \$272,600,000 of temporary funds received from the Cares Act in the form of CMS prepayment advances of \$239,500,000 and accumulated payroll tax deferrals of \$33,100,000. In October 2020, new regulations were issued to revise the recoupment start date from August 2020 to April 2021.

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HHS Reporting Requirements for the CARES Act

In June 2021, HHS issued new reporting requirements for the CARES Act Provider Relief Funding. The new requirements first require Hospitals to identify healthcare-related expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source. If those expenses do not exceed the Provider Relief funding received, Hospitals will need to demonstrate that the remaining Provider Relief funds were used to compensate for a negative variance in patient service revenue. HHS is entitled to recoup Provider Relief Funding in excess of the sum of expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source and the decline in patient care revenue. Due to these new reporting requirements there is at least a reasonable possibility that amounts recorded under the CARES Act Provider Relief fund by the Health System may change in future periods.

4. Net Patient Service Revenue and Accounts Receivable

The Health System reports net patient service revenue at amounts that reflect the consideration to which it expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payers (including managed care payers and government programs), and others; and they include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Health System bills patients and third-party payers several days after the services were performed or shortly after discharge. Revenue is recognized as performance obligations are satisfied under contracts by providing healthcare services to patients.

The Health System determines performance obligations based on the nature of the services provided. Revenues for performance obligations satisfied over time are recognized based on actual charges incurred in relation to total expected charges as this method provides a reasonable estimate of the transfer of services over the term of performance obligations based on inputs needed to satisfy the obligations. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services. For inpatient services, performance obligations are measured from admission to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services and physician services, performance obligations are recognized at a point in time when the services are provided and no further patient services are deemed necessary.

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

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Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.

Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges. Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care contracts. Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions.

Explicit Pricing Concessions

Revenues for the Health System under the traditional fee-for service Medicare and Medicaid programs are based on prospectively determined rates per discharge or visit, reasonable (allowable) cost, or prospective rates per episodic period, depending on the type of provider.

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system ("PPS") to determine rates-per-discharge. These rates vary according to a patient classification system ("DRG"), based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to New Hampshire ("NH") and Vermont ("VT") Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis or fee schedules for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.
- Inpatient acute, swing, and outpatient services furnished by CAH are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.
- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.
- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.

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- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.
- Revenues under Managed Care Plans (Plans) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit. The Plans are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments in accordance with contractual terms in place with the Plans following their review and adjudication of each bill.

The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and as such are not reported in net patient service revenue.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue. In fiscal years 2021 and 2020, home health provider taxes paid were \$623,000 and \$624,000, respectively.

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2020 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2021 and 2020, the Health System received DSH payments of approximately, \$67,940,000 and \$71,133,000 respectively. DSH payments are subject to audit and therefore, for the years ended June 30, 2021 and 2020, the Health System recognized as revenue DSH receipts of approximately \$61,602,000 and approximately \$67,500,000, respectively.

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During the years ended June 30, 2021 and 2020, the Health System recorded State of NH MET and State of VT Provider taxes of \$72,941,000 and \$76,010,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

Implicit Price Concessions

Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles and for those who are uninsured based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient services revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2021 and 2020, the Health System had reserves of \$252,543,000 and \$302,525,000, respectively, recorded in Estimated third-party settlements. As of June 30, 2021 and 2020, Estimated third-party settlements includes \$179,382,000 and \$239,500,000, respectively, of Medicare accelerated and advanced payments, received as working capital support during COVID-19 outbreak. As of June 30, 2021 and 2020, Other liabilities include \$43,612,000 and \$10,900,000, respectively.

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For the years ended June 30, 2021 and 2020, additional increases in revenue of \$4,287,000 and \$2,314,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

Net operating revenues for the hospital operations of the PPS and CAH, and other business segments consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans as well as patients covered under the Health System's uninsured discount and charity care programs.

The table below shows the Health System's sources of total operating revenue and other support presented at the net transaction price for the years ended June 30, 2021 and 2020.

<i>(in thousands of dollars)</i>	2021		
	PPS	CAH	Total
Hospital			
Medicare	\$ 526,114	\$ 81,979	\$ 608,093
Medicaid	144,434	11,278	155,712
Commercial	793,274	73,388	866,662
Self Pay	4,419	(721)	3,698
Subtotal	<u>1,468,241</u>	<u>165,924</u>	<u>1,634,165</u>
Professional	446,181	37,935	484,116
Subtotal	<u>1,914,422</u>	<u>203,859</u>	<u>2,118,281</u>
VNA			20,006
Subtotal			<u>2,138,287</u>
Other Revenue			462,517
Provider Relief Fund			62,905
Total operating revenue and other support			<u>\$ 2,663,709</u>

<i>(in thousands of dollars)</i>	2020		
	PPS	CAH	Total
Hospital			
Medicare	\$ 461,990	\$ 64,087	\$ 526,077
Medicaid	130,901	10,636	141,537
Commercial	718,576	60,715	779,291
Self Pay	2,962	2,501	5,463
Subtotal	<u>1,314,429</u>	<u>137,939</u>	<u>1,452,368</u>
Professional	383,503	22,848	406,351
Subtotal	<u>1,697,932</u>	<u>160,787</u>	<u>1,858,719</u>
VNA			21,306
Subtotal			<u>1,880,025</u>
Other Revenue			376,185
Provider Relief Fund			88,725
Total operating revenue and other support			<u>\$ 2,344,935</u>

Dartmouth-Hitchcock Health and Subsidiaries
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Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2021 and 2020:

	2021	2020
Medicare	34%	36%
Medicaid	13%	13%
Commercial	41%	39%
Self Pay	12%	12%
Total	<u>100%</u>	<u>100%</u>

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5. Investments

The composition of investments at June 30, 2021 and 2020 is set forth in the following table:

<i>(in thousands of dollars)</i>	2021	2020
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	\$ 24,692	\$ 9,646
U.S. government securities	157,373	103,977
Domestic corporate debt securities	322,616	199,462
Global debt securities	74,292	70,145
Domestic equities	247,486	203,010
International equities	81,060	123,205
Emerging markets equities	52,636	22,879
Global equities	79,296	-
Real Estate Investment Trust	422	313
Private equity funds	110,968	74,131
Hedge funds	-	36,964
	<u>1,150,841</u>	<u>843,732</u>
Investments held by captive insurance companies (Note 11)		
U.S. government securities	26,759	15,402
Domestic corporate debt securities	5,979	8,651
Global debt securities	6,617	8,166
Domestic equities	11,396	15,150
International equities	6,488	7,227
	<u>57,239</u>	<u>54,596</u>
Held by trustee under indenture agreement (Note 9)		
Cash and short-term investments	170,399	236,198
Total assets limited as to use	<u>1,378,479</u>	<u>1,134,526</u>
Other investments for restricted activities		
Cash and short-term investments	13,400	7,186
U.S. government securities	28,330	28,055
Domestic corporate debt securities	40,676	35,440
Global debt securities	8,953	11,476
Domestic equities	33,634	26,723
International equities	9,497	15,402
Emerging markets equities	5,917	2,766
Global equities	8,755	-
Real Estate Investment Trust	21	-
Private equity funds	12,251	9,483
Hedge funds	6,557	4,013
Other	44	36
Total other investments for restricted activities	<u>168,035</u>	<u>140,580</u>
Total investments	<u>\$ 1,546,514</u>	<u>\$ 1,275,106</u>

Dartmouth-Hitchcock Health and Subsidiaries
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Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above.

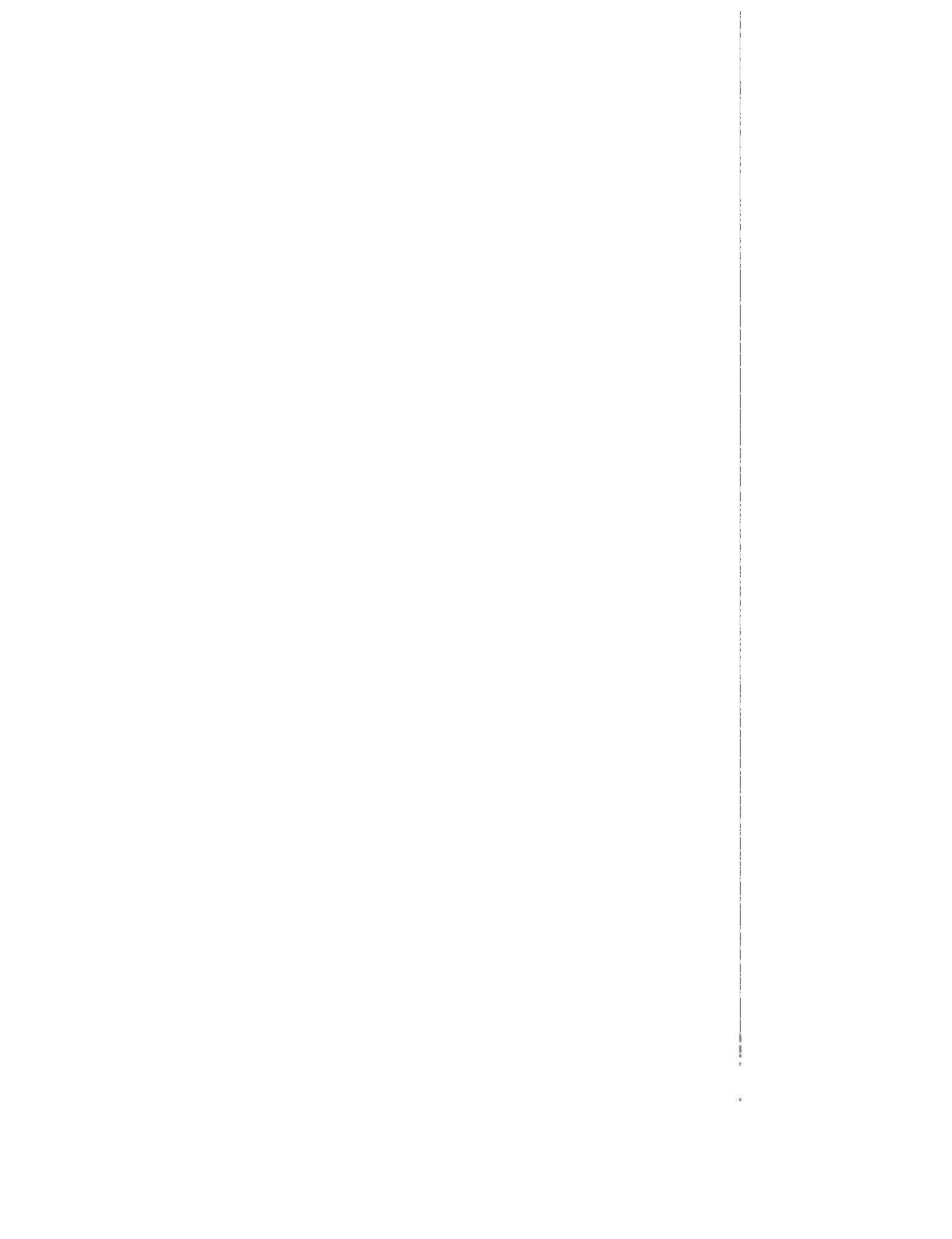
The following tables summarize the investments by the accounting method utilized, as of June 30, 2021 and 2020. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

(in thousands of dollars)

	2021		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 208,491	\$ -	\$ 208,491
U.S. government securities	212,462	-	212,462
Domestic corporate debt securities	191,112	178,159	369,271
Global debt securities	55,472	34,390	89,862
Domestic equities	225,523	66,993	292,516
International equities	55,389	41,656	97,045
Emerging markets equities	1,888	56,665	58,553
Global equities	-	88,051	88,051
Real Estate Investment Trust	443	-	443
Private equity funds	-	123,219	123,219
Hedge funds	446	6,111	6,557
Other	44	-	44
	\$ 951,270	\$ 595,244	\$ 1,546,514

(in thousands of dollars)

	2020		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 253,030	\$ -	\$ 253,030
U.S. government securities	147,434	-	147,434
Domestic corporate debt securities	198,411	45,142	243,553
Global debt securities	44,255	45,532	89,787
Domestic equities	195,014	49,869	244,883
International equities	77,481	68,353	145,834
Emerging markets equities	1,257	24,388	25,645
Real Estate Investment Trust	313	-	313
Private equity funds	-	83,614	83,614
Hedge funds	-	40,977	40,977
Other	36	-	36
	\$ 917,231	\$ 357,875	\$ 1,275,106



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For the years ended June 30, 2021 and 2020 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as other operating revenue of approximately \$930,000 and \$936,000 and as non-operating gains of approximately \$203,776,000 and \$27,047,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2021 and 2020, the Health System has outstanding commitments of \$47,419,000 and \$53,677,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021	2020
Land	\$ 40,749	\$ 40,749
Land improvements	43,927	39,820
Buildings and improvements	955,094	893,081
Equipment	993,899	927,233
	<u>2,033,669</u>	<u>1,900,883</u>
Less: Accumulated depreciation	1,433,467	1,356,521
Total depreciable assets, net	<u>600,202</u>	<u>544,362</u>
Construction in progress	80,231	99,224
	<u>\$ 680,433</u>	<u>\$ 643,586</u>

As of June 30, 2021, construction in progress primarily consists of two projects. The Manchester Ambulatory Surgical Center (ASC) and the in-patient tower located in Lebanon, NH. The ASC partially opened in April 2021. The estimated cost to complete the ASC is \$4,300,000. The anticipated completion date is the second quarter of fiscal 2022. The in-patient tower project is estimated to cost \$82,000,000 to complete. The anticipated completion date is the fourth quarter of fiscal 2023.

Capitalized interest of \$5,127,000 and \$2,297,000 is included in construction in progress as of June 30, 2021 and 2020, respectively.

Depreciation and amortization expense included in operating and non-operating activities was approximately \$86,011,000 and \$89,762,000 for 2021 and 2020, respectively.

Dartmouth-Hitchcock Health and Subsidiaries
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7. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution and cash which will be used for future investment opportunities.

Domestic, Emerging Markets and International Equities

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Hedge Funds

Consists of publicly traded, daily-pricing mutual funds that use long/short trading strategies (Level 1 measurements).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Health System believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

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Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021			
	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	\$ 208,491	\$ -	\$ -	\$ 208,491
U.S. government securities	212,462	-	-	212,462
Domestic corporate debt securities	36,163	154,949	-	191,112
Global debt securities	27,410	28,062	-	55,472
Domestic equities	220,434	5,089	-	225,523
International equities	55,389	-	-	55,389
Emerging market equities	1,888	-	-	1,888
Real estate investment trust	443	-	-	443
Hedge funds	446	-	-	446
Other	9	35	-	44
Total investments	763,135	188,135	-	951,270
Deferred compensation plan assets				
Cash and short-term investments	6,099	-	-	6,099
U.S. government securities	48	-	-	48
Domestic corporate debt securities	10,589	-	-	10,589
Global debt securities	1,234	-	-	1,234
Domestic equities	37,362	-	-	37,362
International equities	5,592	-	-	5,592
Emerging market equities	39	-	-	39
Real estate	15	-	-	15
Multi strategy fund	65,257	-	-	65,257
Total deferred compensation plan assets	126,235	-	-	126,235
Beneficial interest in trusts	-	-	10,796	10,796
Total assets	\$ 889,370	\$ 188,135	\$ 10,796	\$ 1,088,301

Dartmouth-Hitchcock Health and Subsidiaries
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<i>(in thousands of dollars)</i>	2020			
	Level 1	Level 2	Level 3	Total
Assets				
Investments				
Cash and short term investments	\$ 253,030	\$ -	\$ -	\$ 253,030
U.S. government securities	147,434	-	-	147,434
Domestic corporate debt securities	17,577	180,834	-	198,411
Global debt securities	22,797	21,458	-	44,255
Domestic equities	187,354	7,660	-	195,014
International equities	77,481	-	-	77,481
Emerging market equities	1,257	-	-	1,257
Real estate investment trust	313	-	-	313
Other	2	34	-	36
Total investments	<u>707,245</u>	<u>209,986</u>	<u>-</u>	<u>917,231</u>
Deferred compensation plan assets				
Cash and short-term investments	5,754	-	-	5,754
U.S. government securities	51	-	-	51
Domestic corporate debt securities	7,194	-	-	7,194
Global debt securities	1,270	-	-	1,270
Domestic equities	24,043	-	-	24,043
International equities	3,571	-	-	3,571
Emerging market equities	27	-	-	27
Real estate	11	-	-	11
Multi strategy fund	51,904	-	-	51,904
Guaranteed contract	-	-	92	92
Total deferred compensation plan assets	<u>93,825</u>	<u>-</u>	<u>92</u>	<u>93,917</u>
Beneficial interest in trusts	-	-	9,202	9,202
Total assets	<u>\$ 801,070</u>	<u>\$ 209,986</u>	<u>\$ 9,294</u>	<u>\$ 1,020,350</u>

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The following tables set forth the financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above as of June 30, 2021 and 2020.

	2021		
<i>(in thousands of dollars)</i>	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,202	\$ 92	\$ 9,294
Net realized/unrealized gains (losses)	1,594	(92)	1,502
Balances at end of year	\$ 10,796	\$ -	\$ 10,796

	2020		
<i>(in thousands of dollars)</i>	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	\$ 9,301	\$ 89	\$ 9,390
Net realized/unrealized (losses) gains	(99)	3	(96)
Balances at end of year	\$ 9,202	\$ 92	\$ 9,294

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2021 and 2020.

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8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021	2020
Investments held in perpetuity	\$ 64,498	\$ 59,352
Healthcare services	38,869	33,976
Health education	26,934	16,849
Research	24,464	22,116
Charity care	15,377	12,366
Other	7,215	4,488
Purchase of equipment	6,913	3,081
	<u>\$ 184,270</u>	<u>\$ 152,228</u>

Income earned on donor restricted net assets held in perpetuity is available for these purposes.

9. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions which are to be held in perpetuity consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

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Net assets without donor restrictions include funds designated by the Board of Trustees to function as endowments, the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Net assets with donor restrictions that are temporary in nature, either restricted by time or purpose, include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2021 and 2020.

Endowment net asset composition by type of fund consists of the following at June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021		Total
	Without Donor Restrictions	With Donor Restrictions	
Donor-restricted endowment funds	\$ -	\$ 108,213	\$ 108,213
Board-designated endowment funds	41,728	-	41,728
Total endowed net assets	<u>\$ 41,728</u>	<u>\$ 108,213</u>	<u>\$ 149,941</u>

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<i>(in thousands of dollars)</i>	2020		Total
	Without Donor Restrictions	With Donor Restrictions	
Donor-restricted endowment funds	\$ -	\$ 80,039	\$ 80,039
Board-designated endowment funds	33,714	-	33,714
Total endowed net assets	<u>\$ 33,714</u>	<u>\$ 80,039</u>	<u>\$ 113,753</u>

Changes in endowment net assets for the years ended June 30, 2021 and 2020 are as follows:

<i>(in thousands of dollars)</i>	2021		Total
	Without Donor Restrictions	With Donor Restrictions	
Balances at beginning of year	\$ 33,714	\$ 80,039	\$ 113,753
Net investment return	7,192	17,288	24,480
Contributions	894	13,279	14,173
Transfers	-	418	418
Release of appropriated funds	(72)	(2,811)	(2,883)
Balances at end of year	<u>\$ 41,728</u>	<u>\$ 108,213</u>	<u>\$ 149,941</u>
Balances at end of year		108,213	
Beneficial interest in perpetual trusts		9,721	
Net assets with donor restrictions		<u>\$ 117,934</u>	

<i>(in thousands of dollars)</i>	2020		Total
	Without Donor Restrictions	With Donor Restrictions	
Balances at beginning of year	\$ 31,421	\$ 78,268	\$ 109,689
Net investment return	713	1,460	2,173
Contributions	890	2,990	3,880
Transfers	14	267	281
Release of appropriated funds	676	(2,946)	(2,270)
Balances at end of year	<u>\$ 33,714</u>	<u>\$ 80,039</u>	<u>\$ 113,753</u>
Balances at end of year		80,039	
Beneficial interest in perpetual trusts		6,782	
Net assets with donor restrictions		<u>\$ 86,821</u>	

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10. Long-Term Debt

A summary of long-term debt at June 30, 2021 and 2020 is as follows:

<i>(in thousands of dollars)</i>	2021	2020
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	\$ 83,355	\$ 83,355
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	125,000
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	99,165
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	24,425	25,160
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	23,470	24,315
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	12,385	19,765
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2035 (9)	125,000	125,000
Total obligated group debt	<u>\$ 1,053,637</u>	<u>\$ 1,062,597</u>

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A summary of long-term debt at June 30, 2021 and 2020 is as follows (continued):

<i>(in thousands of dollars)</i>	2021	2020
Other		
Note payable to a financial institution payable in interest free monthly installments through December 2024; collateralized by associated equipment	\$ 147	\$ 287
Note payable to a financial institution with entire principal due June 2034; collateralized by land and building. The note payable is interest free	273	273
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046	2,489	2,560
Total nonobligated group debt	<u>2,909</u>	<u>3,120</u>
Total obligated group debt	<u>1,053,637</u>	<u>1,062,597</u>
Total long-term debt	<u>1,056,546</u>	<u>1,065,717</u>
 Add: Original issue premium and discounts, net	 86,399	 89,542
 Less: Current portion	 9,407	 9,467
Debt issuance costs, net	7,181	7,262
	<u>\$ 1,126,357</u>	<u>\$ 1,138,530</u>

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Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	2021
2022	\$ 9,407
2023	6,602
2024	1,841
2025	4,778
2026	4,850
Thereafter	<u>1,029,068</u>
	<u>\$ 1,056,546</u>

Dartmouth-Hitchcock Obligated Group (DHOG) Debt

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, APD. D-HH is designated as the obligated group agent.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately \$578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

(2) Series 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2020A in February, 2020. The proceeds from the Series 2020A Revenue Bonds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH as well as various equipment. The interest on the Series 2020A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2059.

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(3) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2019A in October, 2019. The proceeds from the Series 2019A Revenue Bonds are being used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A Revenue Bonds is fixed with an interest rate of 4.00% and matures in variable amounts through 2043.

(5) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018. The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds. The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3.22% and matures in variable amounts through 2030.

(6) Series 2012 Revenue Bonds

The NHHEFA issued \$29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%), and matures in variable amounts through 2039.

(7) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(8) Series 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016B in July 2016 through a private placement with a financial institution. The Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2045.

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(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital as needed. The interest on the note payable is fixed with an interest rate of 2.56% and matures at various dates through 2035.

Outstanding joint and several indebtedness of the DHOG at June 30, 2021 and 2020 approximates \$1,053,637,000 and \$1,062,597,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$170,399,000 and \$236,198,000 at June 30, 2021 and 2020, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 4). In addition, debt service reserves of approximately \$8,035,000 and \$9,286,000 at June 30, 2021 and 2020, respectively, are classified as other current assets in the accompanying consolidated balance sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2021 and 2020.

For the years ended June 30, 2021 and 2020 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$30,787,000 and \$27,322,000 and other non-operating losses of \$3,782,000 and \$3,784,000, respectively, net of amounts capitalized.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or defined contribution plans. In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen and therefore there are no remaining participants earning benefits in any of the Health System's defined benefit plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

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Defined Benefit Plans

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021	2020
Service cost for benefits earned during the year	\$ -	\$ 170
Interest cost on projected benefit obligation	36,616	43,433
Expected return on plan assets	(63,261)	(62,436)
Net loss amortization	14,590	12,032
Total net periodic pension expense	<u>\$ (12,055)</u>	<u>\$ (6,801)</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2021 and 2020:

	2021	2020
Discount rate	3.00% - 3.10%	3.00% - 3.10%
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50%

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The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021	2020
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 1,209,100	\$ 1,135,523
Service cost	-	170
Interest cost	36,616	43,433
Benefits paid	(52,134)	(70,778)
Expenses paid	-	(168)
Actuarial loss	(22,411)	139,469
Settlements	(30,950)	(38,549)
Benefit obligation at end of year	<u>1,140,221</u>	<u>1,209,100</u>
Change in plan assets		
Fair value of plan assets at beginning of year	929,453	897,717
Actual return on plan assets	87,446	121,245
Benefits paid	(52,134)	(70,778)
Expenses paid	-	(168)
Employer contributions	25,049	19,986
Settlements	(30,950)	(38,549)
Fair value of plan assets at end of year	<u>958,864</u>	<u>929,453</u>
Funded status of the plans	(181,357)	(279,647)
Less: Current portion of liability for pension	<u>(46)</u>	<u>(46)</u>
Long term portion of liability for pension	<u>(181,311)</u>	<u>(279,601)</u>
Liability for pension	<u>\$ (181,357)</u>	<u>\$ (279,647)</u>

As of June 30, 2021 and 2020, the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately \$481,073,000 and \$546,818,000 of net actuarial loss as of June 30, 2021 and 2020, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2021 for net actuarial losses is approximately \$14,590,000.

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The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,140,000,000 and \$1,209,000,000 at June 30, 2021 and 2020, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2021 and 2020:

	2021	2020
Discount rate	3.30%	3.00% - 3.10%
Rate of increase in compensation	N/A	N/A

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of June 30, 2021, it is expected that the LDI strategy will hedge approximately 75% of the interest rate risk associated with pension liabilities. As of June 30, 2020, the expected LDI hedge was approximately 60%. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0-5%	3%
U.S. government securities	0-10	5
Domestic debt securities	20-58	42
Global debt securities	6-26	4
Domestic equities	5-35	17
International equities	5-15	7
Emerging market equities	3-13	4
Global Equities	0-10	6
Real estate investment trust funds	0-5	1
Private equity funds	0-5	0
Hedge funds	5-18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

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The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in both private equity and hedge funds rather than in securities underlying each fund and, therefore, the Health System generally considers such investments as Level 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ -	\$ 53,763	\$ -	\$ 53,763	Daily	1
U.S. government securities	52,945	-	-	52,945	Daily-Monthly	1-15
Domestic debt securities	140,029	296,709	-	436,738	Daily-Monthly	1-15
Global debt securities	-	40,877	-	40,877	Daily-Monthly	1-15
Domestic equities	144,484	40,925	-	185,409	Daily-Monthly	1-10
International equities	17,767	51,819	-	69,586	Daily-Monthly	1-11
Emerging market equities	-	43,460	-	43,460	Daily-Monthly	1-17
Global equities	-	57,230	-	57,230	Daily-Monthly	1-17
REIT funds	-	3,329	-	3,329	Daily-Monthly	1-17
Private equity funds	-	-	15	15	See Note 6	See Note 6
Hedge funds	-	-	15,512	15,512	Quarterly-Annual	60-96
Total investments	\$ 355,225	\$ 588,112	\$ 15,527	\$ 958,864		

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<i>(in thousands of dollars)</i>	2020				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short-term investments	\$ -	\$ 7,154	\$ -	\$ 7,154	Daily	1
U.S. government securities	49,843	-	-	49,843	Daily-Monthly	1-15
Domestic debt securities	133,794	318,259	-	452,053	Daily-Monthly	1-15
Global debt securities	-	69,076	-	69,076	Daily-Monthly	1-15
Domestic equities	152,688	24,947	-	177,635	Daily-Monthly	1-10
International equities	13,555	70,337	-	83,892	Daily-Monthly	1-11
Emerging market equities	-	39,984	-	39,984	Daily-Monthly	1-17
REIT funds	-	2,448	-	2,448	Daily-Monthly	1-17
Private equity funds	-	-	17	17	See Note 7	See Note 7
Hedge funds	-	-	47,351	47,351	Quarterly-Annual	60-96
Total investments	\$ 349,880	\$ 532,205	\$ 47,368	\$ 929,453		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 47,351	\$ 17	\$ 47,368
Sales	(38,000)	-	(38,000)
Net unrealized gains (losses)	6,161	(2)	6,159
Balances at end of year	\$ 15,512	\$ 15	\$ 15,527

<i>(in thousands of dollars)</i>	2020		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 44,126	\$ 21	\$ 44,147
Net unrealized losses	3,225	(4)	3,221
Balances at end of year	\$ 47,351	\$ 17	\$ 47,368

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2021 and 2020 were approximately \$7,635,000 and \$18,261,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2021 and 2020.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2021 and 2020.

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The weighted average asset allocation for the Health System's Plans at June 30, 2021 and 2020 by asset category is as follows:

	2021	2020
Cash and short-term investments	6 %	1 %
U.S. government securities	5	5
Domestic debt securities	46	49
Global debt securities	4	8
Domestic equities	19	19
International equities	7	9
Emerging market equities	5	4
Global equities	6	0
Hedge funds	2	5
	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$25,045,000 to the Plans in 2022 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2022	\$ 54,696
2023	57,106
2024	59,137
2025	60,930
2026	62,514
2027 – 2031	327,482

Effective May 1, 2020, the Health System terminated a defined benefit plan and settled the accumulated benefit obligation of \$18,795,000 by purchasing nonparticipating annuity contracts. The plan assets at fair value were \$11,836,000.

Defined Contribution Plans

The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$60,268,000 and \$51,222,000 in 2021 and 2020, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

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Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2021 and 2020 respectively.

Postretirement Medical and Life Benefits

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021	2020
Service cost	\$ 533	\$ 609
Interest cost	1,340	1,666
Net prior service income	(3,582)	(5,974)
Net loss amortization	738	469
	<u>\$ (971)</u>	<u>\$ (3,230)</u>

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2021 and 2020:

<i>(in thousands of dollars)</i>	2021	2020
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 48,078	\$ 46,671
Service cost	533	609
Interest cost	1,340	1,666
Benefits paid	(3,439)	(3,422)
Actuarial loss	383	2,554
Employer contributions	(32)	-
Benefit obligation at end of year	<u>46,863</u>	<u>48,078</u>
Funded status of the plans	<u>\$ (46,863)</u>	<u>\$ (48,078)</u>
Current portion of liability for postretirement medical and life benefits	\$ (3,422)	\$ (3,422)
Long term portion of liability for postretirement medical and life benefits	<u>(43,441)</u>	<u>(44,656)</u>
Liability for postretirement medical and life benefits	<u>\$ (46,863)</u>	<u>\$ (48,078)</u>

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As of June 30, 2021 and 2020, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in net assets without donor restrictions are as follows:

<i>(in thousands of dollars)</i>	2021	2020
Net prior service income	\$ -	\$ (3,582)
Net actuarial loss	9,981	10,335
	<u>\$ 9,981</u>	<u>\$ 6,753</u>

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2022 for net losses is approximately \$751,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2021 and thereafter:

(in thousands of dollars)

2022	\$ 3,422
2023	3,602
2024	3,651
2025	3,575
2026	3,545
2027-2031	16,614

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3.10% in 2021 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2027 and thereafter.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2021 and 2020

12. Professional and General Liability Insurance Coverage

D-H, along with Dartmouth College, CMC, NLH, APD, MAHHC, and VNH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2018 APD is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. D-H and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2021 and 2020, are summarized as follows:

	2021		
	HAC	RRG	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 71,772	\$ 3,583	\$ 75,355
Shareholders' equity	13,620	50	13,670
	2020		
	HAC	RRG	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 93,686	\$ 1,785	\$ 95,471
Shareholders' equity	13,620	50	13,670

13. Commitments and Contingencies

Litigation

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Dartmouth-Hitchcock Health and Subsidiaries
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Lines of Credit

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$10,000,000 up to \$30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 30, 2022. There was no outstanding balance under the lines of credit as of June 30, 2021 and 2020. Interest expense was approximately \$28,000 and \$20,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2021:

	2021			
<i>(in thousands of dollars)</i>	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	\$ 1,019,272	\$ 164,937	\$ 1,701	\$ 1,185,910
Employee benefits	212,953	88,786	403	302,142
Medical supplies and medications	540,541	4,982	-	545,523
Purchased services and other	252,705	125,931	5,313	383,949
Medicaid enhancement tax	72,941	-	-	72,941
Depreciation and amortization	38,945	49,943	33	88,921
Interest	8,657	22,123	7	30,787
Total operating expenses	<u>\$ 2,146,014</u>	<u>\$ 456,702</u>	<u>\$ 7,457</u>	<u>\$ 2,610,173</u>
Non-operating income				
Employee benefits	\$ 9,200	\$ 4,354	\$ 5	\$ 13,559
Total non-operating income	<u>\$ 9,200</u>	<u>\$ 4,354</u>	<u>\$ 5</u>	<u>\$ 13,559</u>

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2021 and 2020

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2020:

<i>(in thousands of dollars)</i>	2020			
	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	\$ 981,320	\$ 161,704	\$ 1,799	\$ 1,144,823
Employee benefits	231,361	41,116	395	272,872
Medical supplies and medications	454,143	1,238	-	455,381
Purchased services and other	236,103	120,563	3,830	360,496
Medicaid enhancement tax	76,010	-	-	76,010
Depreciation and amortization	26,110	65,949	105	92,164
Interest	5,918	21,392	12	27,322
Total operating expenses	<u>\$ 2,010,965</u>	<u>\$ 411,962</u>	<u>\$ 6,141</u>	<u>\$ 2,429,068</u>
	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	\$ 9,239	\$ 1,549	\$ 22	\$ 10,810
Total non-operating income	<u>\$ 9,239</u>	<u>\$ 1,549</u>	<u>\$ 22</u>	<u>\$ 10,810</u>

15. Liquidity

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying consolidated balance sheet may not be available for general expenditure within one year of the balance sheet date.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2021 and 2020

The Health System's financial assets available at June 30, 2021 and 2020 to meet cash needs for general expenditures within one year of June 30, 2021 and 2020, are as follows:

<i>(in thousands of dollars)</i>	2021	2020
Cash and cash equivalents	\$ 374,928	\$ 453,223
Patient accounts receivable	232,161	183,819
Assets limited as to use	1,378,479	1,134,526
Other investments for restricted activities	168,035	140,580
Total financial assets	<u>\$ 2,153,603</u>	<u>\$ 1,912,148</u>
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	57,239	54,596
Investments for restricted activities	168,035	140,580
Bond proceeds held for capital projects	178,434	245,484
Other investments with liquidity horizons greater than one year	111,390	111,408
Total financial assets available within one year	<u>\$ 1,638,505</u>	<u>\$ 1,360,080</u>

For the years ended June 30, 2021 and June 30, 2020, the Health System generated positive cash flow from operations of approximately \$95,740,000 and \$269,144,000, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to \$30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

16. Lease Commitments

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. We use the implicit rate noted within the contract. If not readily available, we use our estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less and we recognize lease expense for these leases on a straight-line basis over the lease term within lease and rental expense.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2021 and 2020

Our operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Our real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at our sole discretion. When determining the lease term, we included options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Certain lease agreements for real estate include payments based on actual common area maintenance expenses and/or rental payments adjusted periodically for inflation. These variable lease payments are recognized in other occupancy costs in the consolidated statements of operations and changes in net assets but are not included in the right-of-use asset or liability balances in our consolidated balance sheets. Lease agreements do not contain any material residual value guarantees, restrictions or covenants.

The components of lease expense for the year ended June 30, 2021 and 2020 are as follows:

<i>(in thousands of dollars)</i>	2021	2020
Operating lease cost	10,381	8,992
Variable and short term lease cost (a)	8,019	1,497
Total lease and rental expense	<u>18,400</u>	<u>10,489</u>
Finance lease cost:		
Depreciation of property under finance lease	3,408	2,454
Interest on debt of property under finance lease	533	524
Total finance lease cost	<u>3,941</u>	<u>2,978</u>

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the year ended June 30, 2021 and 2020 are as follows:

<i>(in thousands of dollars)</i>	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	10,611	8,755
Operating cash flows from finance leases	533	542
Financing cash flows from finance leases	3,108	2,429
	<u>\$ 14,252</u>	<u>\$ 11,726</u>

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2021 and 2020

Supplemental balance sheet information related to leases as of June 30, 2021 and 2020 are as follows:

<i>(in thousands of dollars)</i>	2021	2020
Operating Leases		
Right of use assets - operating leases	51,410	42,621
Accumulated amortization	<u>(15,180)</u>	<u>(8,425)</u>
Right of use assets - operating leases, net	<u><u>36,230</u></u>	<u><u>34,196</u></u>
Current portion of right of use obligations	8,038	9,194
Long-term right of use obligations, excluding current portion	<u>28,686</u>	<u>25,308</u>
Total operating lease liabilities	<u><u>36,724</u></u>	<u><u>34,502</u></u>
Finance Leases		
Right of use assets - finance leases	27,940	26,076
Accumulated depreciation	<u>(5,760)</u>	<u>(2,687)</u>
Right of use assets - finance leases, net	<u><u>22,180</u></u>	<u><u>23,389</u></u>
Current portion of right of use obligations	3,251	2,581
Long-term right of use obligations, excluding current portion	<u>19,481</u>	<u>21,148</u>
Total finance lease liabilities	<u><u>22,732</u></u>	<u><u>23,729</u></u>
Weighted Average remaining lease term, years		
Operating leases	6.75	4.64
Finance leases	18.73	19.39
Weighted Average discount rate		
Operating leases	2.12%	2.24%
Finance leases	2.14%	2.22%

The System obtained \$7.6 million and \$2.1 million of new and modified operating and financing leases, respectively, during the year ended June 30, 2021.

Upon adoption, included in the \$42.6 million of right-of-use assets obtained in exchange for operating lease obligations is \$5.6 million of new and modified operating leases entered into during the year ended June 30, 2020. Included in the \$26.1 million of right-of-use assets obtained in exchange for finance lease obligations is \$2.3 million of new and modified operating leases entered into during the year ended June 30, 2020.

Dartmouth-Hitchcock Health and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2021 and 2020

Future maturities of lease liabilities as of June 30, 2021 are as follows:

<i>(in thousands of dollars)</i>	<u>Operating Leases</u>	<u>Finance Leases</u>
Year ending June 30:		
2022	8,721	3,698
2023	7,331	3,363
2024	6,336	2,265
2025	3,537	1,229
2026	2,475	850
Thereafter	11,249	16,488
Total lease payments	<u>39,649</u>	<u>27,893</u>
Less: Imputed interest	2,925	5,161
Total lease payments	<u>\$ 36,724</u>	<u>\$ 22,732</u>

17. Subsequent Events

The Health System has assessed the impact of subsequent events through November 18, 2021, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Consolidating Supplemental Information – Unaudited

Dartmouth-Hitchcock Health and Subsidiaries

Consolidating Balance Sheets

June 30, 2021

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets											
Current assets											
Cash and cash equivalents	\$ 1,826	\$ 226,779	\$ 35,146	\$ 41,371	\$ 26,814	\$ 18,350	\$ -	\$ 350,286	\$ 24,642	\$ -	\$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,779	6,699	6,522	-	229,588	2,573	-	232,161
Prepaid expenses and other current assets	23,267	151,336	20,932	2,012	4,771	1,793	(35,942)	168,169	(10,634)	(217)	157,318
Total current assets	25,093	574,465	69,316	50,162	38,284	26,665	(35,942)	748,043	16,581	(217)	764,407
Assets limited as to use											
Notes receivable, related party	380,020	1,039,327	19,016	15,480	16,725	20,195	(169,849)	1,320,914	57,565	-	1,378,479
Other investments for restricted activities	845,157	11,769	-	1,010	-	-	(856,926)	1,010	(1,010)	-	-
Property, plant, and equipment, net	248	111,209	12,212	1,128	4,286	7,699	-	136,762	31,273	-	168,035
Right of use assets, net	-	501,640	64,101	22,623	47,232	15,403	-	650,999	29,434	-	680,433
Other assets	1,233	32,343	2,396	16,104	360	5,819	-	58,255	155	-	58,410
Total assets	\$ 1,254,182	\$ 2,416,979	\$ 168,356	\$ 120,887	\$ 114,149	\$ 80,953	\$ (1,062,717)	\$ 3,092,789	\$ 134,290	\$ (217)	\$ 3,226,862
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	\$ -	\$ 7,575	\$ 865	\$ 777	\$ 91	\$ -	\$ -	\$ 9,308	\$ 99	\$ -	\$ 9,407
Current portion of right of use obligations	354	8,369	656	1,078	197	550	-	11,204	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	207,566	99,374	11,911	2,455	4,968	5,858	(205,791)	126,341	5,100	(217)	131,224
Accrued compensation and related benefits	-	156,073	8,648	5,706	4,407	5,343	-	180,177	1,893	-	182,070
Estimated third-party settlements	-	160,410	31,226	27,006	26,902	6,230	-	251,774	769	-	252,543
Total current liabilities	207,920	435,269	53,306	37,022	36,565	17,981	(205,791)	582,272	7,946	(217)	590,001
Notes payable, related party	-	811,563	-	-	27,793	17,570	(856,926)	-	-	-	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	23,558	55	(115)	-	1,123,756	2,601	-	1,126,357
Right of use obligations, excluding current portion	879	24,463	1,876	15,351	172	5,357	-	48,098	69	-	48,167
Insurance deposits and related liabilities	-	78,528	475	325	388	218	-	79,934	40	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,286	-	-	511	-	224,752	-	-	224,752
Other liabilities	-	179,497	4,224	4,534	4,142	-	-	192,397	22,317	-	214,714
Total liabilities	1,256,458	1,778,121	87,920	80,790	69,115	41,522	(1,062,717)	2,251,209	32,973	(217)	2,283,965
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	(2,524)	526,153	65,224	38,969	39,557	29,838	-	697,217	61,370	40	758,627
Net assets with donor restrictions	248	112,705	15,212	1,128	5,477	9,593	-	144,363	39,947	(40)	184,270
Total net assets	(2,276)	638,858	80,436	40,097	45,034	39,431	-	841,580	101,317	-	942,897
Total liabilities and net assets	\$ 1,254,182	\$ 2,416,979	\$ 168,356	\$ 120,887	\$ 114,149	\$ 80,953	\$ (1,062,717)	\$ 3,092,789	\$ 134,290	\$ (217)	\$ 3,226,862

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2021

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	\$ 1,826	\$ 227,402	\$ 44,165	\$ 26,814	\$ 18,609	\$ 50,451	\$ 5,661	\$ -	\$ 374,928
Patient accounts receivable, net	-	196,350	13,238	6,699	6,620	6,779	2,475	-	232,161
Prepaid expenses and other current assets	23,267	151,677	10,195	4,771	1,808	1,418	341	(36,159)	157,318
Total current assets	25,093	575,429	67,598	38,284	27,037	58,648	8,477	(36,159)	764,407
Assets limited as to use	380,020	1,066,781	20,459	16,725	21,533	15,480	27,330	(169,849)	1,378,479
Notes receivable, related party	845,157	11,769	-	-	-	-	-	(856,926)	-
Other investments for restricted activities	248	119,371	34,921	4,266	7,698	1,501	30	-	168,035
Property, plant, and equipment, net	-	504,315	67,543	47,232	16,932	41,218	3,193	-	680,433
Right of use assets, net	1,233	32,343	2,396	360	5,820	16,104	154	-	58,410
Other assets	2,431	146,408	10,286	7,282	2,715	7,534	442	-	177,098
Total assets	\$ 1,254,182	\$ 2,456,416	\$ 203,203	\$ 114,149	\$ 81,735	\$ 140,485	\$ 39,626	\$ (1,062,934)	\$ 3,226,862
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	\$ -	\$ 7,575	\$ 885	\$ 91	\$ 26	\$ 777	\$ 73	\$ -	\$ 9,407
Current portion of right of use obligations	354	8,369	656	197	550	1,078	85	-	11,289
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	207,566	99,682	12,032	4,968	5,983	2,920	4,081	(206,008)	131,224
Accrued compensation and related benefits	-	156,073	8,648	4,407	5,385	6,116	1,441	-	182,070
Estimated third-party settlements	-	160,410	31,226	26,902	6,231	27,006	768	-	252,543
Total current liabilities	207,920	435,577	53,427	36,565	18,175	37,897	6,448	(206,008)	590,001
Notes payable, related party	-	811,563	-	27,793	17,570	-	-	(856,926)	-
Long-term debt, excluding current portion	1,047,659	29,846	22,753	55	131	23,496	2,417	-	1,126,357
Right of use obligations, excluding current portion	879	24,463	1,876	172	5,357	15,351	69	-	48,167
Insurance deposits and related liabilities	-	78,528	476	388	218	325	39	-	79,974
Liability for pension and other postretirement plan benefits, excluding current portion	-	218,955	5,286	-	511	-	-	-	224,752
Other liabilities	-	179,497	4,223	4,142	-	26,852	-	-	214,714
Total liabilities	1,256,458	1,778,429	88,041	69,115	41,962	103,921	8,973	(1,062,934)	2,283,965
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	(2,524)	557,101	68,586	39,557	30,181	35,063	30,623	40	758,627
Net assets with donor restrictions	248	120,886	46,576	5,477	9,592	1,501	30	(40)	184,270
Total net assets	(2,276)	677,987	115,162	45,034	39,773	36,564	30,653	-	942,897
Total liabilities and net assets	\$ 1,254,182	\$ 2,456,416	\$ 203,203	\$ 114,149	\$ 81,735	\$ 140,485	\$ 39,626	\$ (1,062,934)	\$ 3,226,862

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets											
Current assets											
Cash and cash equivalents	\$ 108,856	\$ 217,352	\$ 43,940	\$ 26,079	\$ 22,874	\$ 14,377	\$ -	\$ 433,478	\$ 19,745	\$ -	\$ 453,223
Patient accounts receivable, net	-	146,886	11,413	8,634	10,200	4,367	-	181,500	2,319	-	183,819
Prepaid expenses and other current assets	25,243	179,432	37,538	3,808	6,105	1,715	(82,822)	171,019	(8,870)	(243)	161,906
Total current assets	134,099	543,670	92,891	38,521	39,179	20,459	(82,822)	785,997	13,194	(243)	798,948
Assets limited as to use											
Notes receivable, related party	344,737	927,207	19,376	13,044	12,768	12,090	(235,568)	1,093,654	40,872	-	1,134,526
Other investments for restricted activities	848,250	593	-	1,211	-	-	(848,843)	1,211	(1,211)	-	-
Property, plant, and equipment, net	-	98,490	6,970	97	3,077	6,266	-	114,900	25,680	-	140,580
Right of use assets	8	466,938	64,803	20,805	43,612	16,823	-	612,989	30,597	-	643,586
Other assets	1,542	32,714	1,822	17,574	621	3,221	-	57,494	91	-	57,585
Total assets	\$ 1,330,878	\$ 2,192,093	\$ 187,161	\$ 106,000	\$ 104,739	\$ 63,462	\$ (1,178,204)	\$ 2,806,129	\$ 106,677	\$ (243)	\$ 2,912,563
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	\$ -	\$ 7,380	\$ 865	\$ 747	\$ 147	\$ 232	\$ -	\$ 9,371	\$ 96	\$ -	\$ 9,467
Current portion of right of use obligations	338	8,752	420	1,316	259	631	-	11,716	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	272,764	126,283	39,845	3,087	4,250	3,406	(318,391)	131,244	(1,985)	(243)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,570	3,875	3,582	-	141,151	1,840	-	142,991
Estimated third-party settlements	-	210,144	34,664	25,421	24,667	6,430	-	301,326	1,199	-	302,525
Total current liabilities	273,102	478,419	83,526	34,141	33,198	14,281	(318,391)	598,276	1,209	(243)	599,242
Notes payable, related party	-	814,525	-	-	27,718	6,600	(848,843)	-	-	-	-
Long-term debt, excluding current portion	1,050,694	37,373	23,617	24,312	147	10,595	(10,970)	1,135,768	2,762	-	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,432	16,429	368	2,698	-	46,420	36	-	46,456
Insurance deposits and related liabilities	-	75,697	475	325	388	220	-	77,105	41	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	-	511	-	324,258	(1)	-	324,257
Other liabilities	-	117,631	1,506	384	2,026	-	-	121,547	22,131	-	143,678
Total liabilities	1,324,999	1,849,842	132,396	75,591	63,845	34,905	(1,178,204)	2,303,374	26,178	(243)	2,329,309
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	5,524	242,824	47,729	29,464	36,158	21,247	-	382,946	48,040	40	431,026
Net assets with donor restrictions	355	99,427	7,036	945	4,736	7,310	-	119,809	32,459	(40)	152,228
Total net assets	5,879	342,251	54,765	30,409	40,894	28,557	-	502,755	80,499	-	583,254
Total liabilities and net assets	\$ 1,330,878	\$ 2,192,093	\$ 187,161	\$ 106,000	\$ 104,739	\$ 63,462	\$ (1,178,204)	\$ 2,806,129	\$ 106,677	\$ (243)	\$ 2,912,563

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	\$ 108,856	\$ 218,295	\$ 47,642	\$ 22,874	\$ 14,568	\$ 34,072	\$ 6,916	\$ -	\$ 453,223
Patient accounts receivable, net	-	146,887	11,413	10,200	4,439	8,634	2,246	-	183,819
Prepaid expenses and other current assets	25,243	180,137	27,607	6,105	1,737	2,986	1,156	(83,065)	161,906
Total current assets	134,099	545,319	86,662	39,179	20,744	45,692	10,318	(83,065)	798,948
Assets limited as to use									
Notes receivable, related party	344,737	946,938	18,001	12,768	13,240	13,044	21,366	(235,568)	1,134,526
Other investments for restricted activities	848,250	593	-	-	-	-	-	(848,843)	-
Property, plant, and equipment, net	-	105,869	25,272	3,077	6,265	97	-	-	140,580
Right of use assets, net	8	469,613	68,374	43,612	18,432	40,126	3,421	-	643,586
Other assets	1,542	32,714	1,822	621	3,220	17,574	92	-	57,585
Total assets	\$ 1,330,878	\$ 2,223,693	\$ 207,560	\$ 104,739	\$ 64,053	\$ 124,732	\$ 35,355	\$ (1,178,447)	\$ 2,912,563
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	\$ -	\$ 7,380	\$ 865	\$ 147	\$ 257	\$ 747	\$ 71	\$ -	\$ 9,467
Current portion of right of use obligations	338	8,752	420	259	631	1,316	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	272,762	126,684	35,117	4,251	3,517	3,528	1,791	(318,634)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,875	3,626	3,883	1,483	-	142,991
Estimated third-party settlements	-	210,143	34,664	24,667	6,430	25,421	1,200	-	302,525
Total current liabilities	273,100	478,819	78,798	33,199	14,461	34,895	4,604	(318,634)	599,242
Notes payable, related party	-	814,525	-	27,718	6,600	-	-	(848,843)	-
Long-term debt, excluding current portion	1,050,694	37,373	23,618	147	10,867	24,312	2,489	(10,970)	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,433	368	2,700	16,429	33	-	46,456
Insurance deposits and related liabilities	-	75,697	475	388	222	325	39	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	510	-	-	-	324,257
Other liabilities	-	117,631	1,506	2,026	-	22,515	-	-	143,678
Total liabilities	1,324,997	1,850,242	127,670	63,846	35,360	98,476	7,165	(1,178,447)	2,329,309
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	5,526	266,327	48,549	36,158	21,385	24,881	28,160	40	431,026
Net assets with donor restrictions	355	107,124	31,341	4,735	7,308	1,375	30	(40)	152,228
Total net assets	5,881	373,451	79,890	40,893	28,693	26,256	28,190	-	583,254
Total liabilities and net assets	\$ 1,330,878	\$ 2,223,693	\$ 207,560	\$ 104,739	\$ 64,053	\$ 124,732	\$ 35,355	\$ (1,178,447)	\$ 2,912,563

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2021

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	ML Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	\$ -	\$ 1,683,612	\$ 230,810	\$ 82,373	\$ 61,814	\$ 59,686	\$ -	\$ 2,118,295	\$ 19,992	\$ -	\$ 2,138,287
Contracted revenue	7,266	129,880	379	-	162	2,963	(55,753)	84,897	380	(14)	85,263
Other operating revenue	29,784	404,547	6,775	1,905	4,370	1,175	(37,287)	411,269	15,490	(1,801)	424,958
Net assets released from restrictions	197	12,631	1,182	61	200	201	-	14,472	729	-	15,201
Total operating revenue and other support	37,247	2,230,670	239,146	84,339	66,546	64,025	(93,040)	2,628,933	36,591	(1,815)	2,663,709
Operating expenses											
Salaries	-	988,595	118,678	40,567	33,611	29,119	(42,565)	1,168,005	16,800	1,105	1,185,910
Employee benefits	-	251,774	29,984	7,141	6,550	7,668	(5,159)	297,958	3,877	307	302,142
Medications and medical supplies	-	481,863	41,669	9,776	7,604	3,275	(85)	544,102	1,421	-	545,523
Purchased services and other	19,503	291,364	33,737	12,396	16,591	14,884	(18,065)	370,410	15,395	(1,856)	383,949
Medicaid enhancement tax	-	57,312	8,315	3,075	2,523	1,716	-	72,941	-	-	72,941
Depreciation and amortization	10	67,666	8,623	3,366	4,364	2,617	-	86,646	2,275	-	88,921
Interest	32,324	24,158	936	875	1,077	510	(29,495)	30,385	402	-	30,787
Total operating expenses	51,837	2,162,732	241,942	77,196	72,320	59,789	(95,369)	2,570,447	40,170	(444)	2,610,173
Operating (loss) margin	(14,590)	67,938	(2,796)	7,143	(5,774)	4,236	2,329	58,486	(3,579)	(1,371)	53,536
Non-operating gains (losses)											
Investment income (losses), net	1,223	172,461	3,546	2,495	4,506	3,875	(137)	187,969	15,807	-	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	-	(16)	-	13,559	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(332)	-	2	194	(2,192)	(6,521)	917	1,371	(4,233)
Total non-operating (losses) gains, net	(2,317)	184,836	3,761	2,495	4,508	4,053	(2,329)	195,007	16,724	1,371	213,102
(Deficiency) excess of revenue over expenses	(16,907)	252,774	965	9,638	(1,266)	8,289	-	253,493	13,145	-	266,638
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	1,076	600	-	108	224	-	2,008	9	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	-	78	-	59,132	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	(42)	-	4,557	-	-	(174)	174	-	-
Other changes in net assets	-	(20)	(35)	(120)	-	-	-	(175)	(11)	-	(186)
Increase in net assets without donor restrictions	\$ (8,048)	\$ 283,329	\$ 17,495	\$ 9,518	\$ 3,399	\$ 8,591	\$ -	\$ 314,284	\$ 13,317	\$ -	\$ 327,601

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2021

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	\$ -	\$ 1,683,612	\$ 230,810	\$ 61,814	\$ 59,672	\$ 82,373	\$ 20,006	\$ -	\$ 2,138,287
Contracted revenue	7,266	130,261	379	161	2,963	-	-	(55,767)	85,263
Other operating revenue	29,784	406,911	6,862	4,370	2,839	11,997	1,283	(39,088)	424,958
Net assets released from restrictions	197	13,290	1,196	199	201	118	-	-	15,201
Total operating revenue and other support	37,247	2,234,074	239,247	66,544	65,675	94,488	21,289	(94,855)	2,663,709
Operating expenses									
Salaries	-	988,595	118,711	33,611	29,986	44,240	12,227	(41,460)	1,185,910
Employee benefits	-	251,774	29,994	6,550	7,820	7,884	2,972	(4,852)	302,142
Medications and medical supplies	-	481,863	41,669	7,604	3,270	9,784	1,418	(85)	545,523
Purchased services and other	19,505	294,228	33,912	16,589	15,395	15,455	8,786	(19,921)	383,949
Medicaid enhancement tax	-	57,312	8,315	2,523	1,716	3,075	-	-	72,941
Depreciation and amortization	10	67,666	8,752	4,364	2,741	5,003	385	-	88,921
Interest	32,324	24,158	936	1,077	510	1,217	60	(29,495)	30,787
Total operating expenses	51,839	2,165,596	242,289	72,318	61,438	86,658	25,848	(95,813)	2,610,173
Operating (loss) margin	(14,592)	68,478	(3,042)	(5,774)	4,237	7,830	(4,559)	958	53,536
Non-operating gains (losses)									
Investment income (losses), net	1,223	179,357	6,317	4,506	4,066	2,472	5,972	(137)	203,776
Other components of net periodic pension and post retirement benefit income	-	13,028	547	-	(16)	-	-	-	13,559
Other (losses) income, net	(3,540)	(653)	(346)	2	207	-	918	(821)	(4,233)
Total non-operating (losses) gains, net	(2,317)	191,732	6,518	4,508	4,257	2,472	6,890	(958)	213,102
(Deficiency) excess of revenue over expenses	(16,909)	260,210	3,476	(1,266)	8,494	10,302	2,331	-	266,638
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	1,085	600	108	224	-	-	-	2,017
Change in funded status of pension and other postretirement benefits	-	43,047	16,007	-	78	-	-	-	59,132
Net assets transferred to (from) affiliates	8,859	(13,548)	-	4,557	-	-	132	-	-
Other changes in net assets	-	(20)	(46)	-	-	(120)	-	-	(186)
Increase in net assets without donor restrictions	\$ (8,050)	\$ 290,774	\$ 20,037	\$ 3,399	\$ 8,796	\$ 10,182	\$ 2,463	\$ -	\$ 327,601

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

<i>(in thousands of dollars)</i>	Dartmouth- Hitchcock Health	Dartmouth- Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non- Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	\$ -	\$ 1,490,516	\$ 207,416	\$ 65,496	\$ 53,943	\$ 41,349	\$ -	\$ 1,858,720	\$ 21,305	\$ -	\$ 1,880,025
Contracted revenue	5,369	114,906	400	-	10	7,427	(54,543)	73,569	498	(39)	74,028
Other operating revenue	26,349	321,028	16,406	7,179	10,185	7,847	(28,972)	360,022	15,128	(528)	374,622
Net assets released from restrictions	409	13,013	1,315	162	160	84	-	15,143	1,117	-	16,260
Total operating revenue and other support	32,127	1,939,463	225,537	72,837	64,298	56,707	(83,515)	2,307,454	38,048	(567)	2,344,935
Operating expenses											
Salaries	-	947,275	115,777	37,596	33,073	27,600	(34,706)	1,126,615	17,007	1,201	1,144,823
Employee benefits	-	227,138	26,979	6,214	6,741	6,344	(4,864)	268,552	4,009	311	272,872
Medications and medical supplies	-	401,165	36,313	8,390	5,140	2,944	-	453,952	1,429	-	455,381
Purchased services and other	13,615	284,714	31,864	11,639	14,311	13,351	(20,942)	348,552	13,943	(1,999)	360,496
Medicaid enhancement tax	-	59,708	8,476	3,226	2,853	1,747	-	76,010	-	-	76,010
Depreciation and amortization	14	71,108	9,351	3,361	3,601	2,475	-	89,910	2,254	-	92,164
Interest	25,780	23,431	953	906	1,097	252	(25,412)	27,007	315	-	27,322
Total operating expenses	39,409	2,014,539	229,713	71,332	66,816	54,713	(85,924)	2,390,598	38,957	(487)	2,429,068
Operating (loss) margin	(7,282)	(75,076)	(4,176)	1,505	(2,518)	1,994	2,409	(83,144)	(909)	(80)	(84,133)
Non-operating gains (losses)											
Investment income (losses), net	4,877	18,522	714	292	359	433	(198)	24,999	2,048	-	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	-	134	-	10,810	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(205)	544	4,317	(2,211)	(3,133)	346	80	(2,707)
Total non-operating gains (losses), net	945	26,238	2,028	87	903	4,884	(2,409)	32,676	2,394	80	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(48,838)	(2,148)	1,592	(1,615)	6,878	-	(50,468)	1,485	-	(48,983)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	564	179	-	344	300	-	1,387	27	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	-	(7,188)	-	(79,022)	-	-	(79,022)
Net assets transferred to (from) affiliates	4,375	(7,269)	(32)	219	1,911	15	-	(781)	781	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	(2,316)	-	(2,316)
Increase in net assets without donor restrictions	\$ (1,962)	\$ (114,056)	\$ (15,322)	\$ 1,811	\$ 640	\$ 5	\$ -	\$ (128,884)	\$ (23)	\$ -	\$ (128,907)

Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	\$ -	\$ 1,490,516	\$ 207,416	\$ 53,943	\$ 41,348	\$ 65,496	\$ 21,306	\$ -	\$ 1,880,025
Contracted revenue	5,369	115,403	400	10	7,427	-	-	(54,581)	74,028
Other operating revenue	26,349	323,151	16,472	10,185	9,482	16,726	1,757	(29,500)	374,622
Net assets released from restrictions	409	13,660	1,335	160	83	613	-	-	16,260
Total operating revenue and other support	<u>32,127</u>	<u>1,942,730</u>	<u>225,623</u>	<u>64,298</u>	<u>58,340</u>	<u>82,835</u>	<u>23,063</u>	<u>(84,081)</u>	<u>2,344,935</u>
Operating expenses									
Salaries	-	947,275	115,809	33,073	28,477	41,085	12,608	(33,504)	1,144,823
Employee benefits	-	227,138	26,988	6,741	6,517	7,123	2,918	(4,553)	272,872
Medications and medical supplies	-	401,165	36,313	5,140	2,941	8,401	1,421	-	455,381
Purchased services and other	13,615	287,948	32,099	14,311	13,767	14,589	7,108	(22,941)	360,496
Medicaid enhancement tax	-	59,708	8,476	2,853	1,747	3,226	-	-	76,010
Depreciation and amortization	14	71,109	9,480	3,601	2,596	5,004	360	-	92,164
Interest	25,780	23,431	953	1,097	252	1,159	62	(25,412)	27,322
Total operating expenses	<u>39,409</u>	<u>2,017,774</u>	<u>230,118</u>	<u>66,816</u>	<u>56,297</u>	<u>80,587</u>	<u>24,477</u>	<u>(86,410)</u>	<u>2,429,068</u>
Operating (loss) margin	<u>(7,282)</u>	<u>(75,044)</u>	<u>(4,495)</u>	<u>(2,518)</u>	<u>2,043</u>	<u>2,248</u>	<u>(1,414)</u>	<u>2,329</u>	<u>(84,133)</u>
Non-operating gains (losses)									
Investment income (losses), net	4,877	19,361	1,305	359	463	292	588	(198)	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	134	-	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(25)	4,318	(205)	914	(2,131)	(2,707)
Total non-operating gains (losses), net	<u>945</u>	<u>27,077</u>	<u>2,619</u>	<u>334</u>	<u>4,915</u>	<u>87</u>	<u>1,502</u>	<u>(2,329)</u>	<u>35,150</u>
(Deficiency) excess of revenue over expenses	<u>(6,337)</u>	<u>(47,967)</u>	<u>(1,876)</u>	<u>(2,184)</u>	<u>6,958</u>	<u>2,335</u>	<u>88</u>	<u>-</u>	<u>(48,983)</u>
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	591	179	344	300	-	-	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	(7,188)	-	-	-	(79,022)
Net assets transferred to (from) affiliates	4,377	(7,282)	10	1,911	15	219	750	-	-
Other changes in net assets	-	-	(2,316)	-	-	-	-	-	(2,316)
Increase (decrease) in net assets without donor restrictions	<u>\$ (1,960)</u>	<u>\$ (113,171)</u>	<u>\$ (17,324)</u>	<u>\$ 71</u>	<u>\$ 85</u>	<u>\$ 2,554</u>	<u>\$ 838</u>	<u>\$ -</u>	<u>\$ (128,907)</u>

Dartmouth-Hitchcock Health and Subsidiaries
Note to Supplemental Consolidating Information
June 30, 2021 and 2020

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All significant intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

Cheshire Medical Center - Mission

To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

Cheshire Medical Center - Board of Trustees (June 2022)

- Susan Abert, Chair
- Mark Bodin
- Elizabeth Cotter
- Barbara Duckett, Secretary
- Michael Farhm
- Mark Gavin, Vice Chair
- Nathalie Houder
- Susan Howard
- Michael Kapiloff
- Stephen LeBlanc
- Robert Mitchell, Treasurer
- Maria Padin, MD
- Andy Tremblay, MD
- Michael Waters

Ex Officio members

- Don Caruso, MD, MPH
- Cherie Holmes, MD
- Claire Fabian, MD

Heather Trempe

Masters level Mental Health Clinician



Authorized to work in the US for any employer

Work Experience

Clinician

The Doorway at Cheshire Medical Center - Keene, NH
November 2019 to Present

- Facilitate access to care for individuals effected by substance use.
- Services may include referrals to residential, detox, outpatient services, intensive outpatient, and/or medically assisted treatment.
- Assist individuals with seeking housing opportunities, applying for benefits, and navigating everyday life challenges.
- Run a 10 week Anger Management group year round.

Assistant Director/Trauma Therapist

Neurodevelopmental Therapy Services, Inc - Manchester, NH
April 2019 to July 2019

- 60 day residential facility.
- 1:1 therapy with children twice a week.
- daily meditation groups
- daily motivational groups

Clinician III

COMMUNITY HEALTHLINK - Leominster, MA
January 2019 to April 2019

- Weekly in home therapy with families and children
- Weekly family therapy without child present to assist with strategies and parent resources.

Supervisor III

Department of Health and Human Services - Manchester, NH
July 2014 to December 2018

- Trains new employees on policies and procedures
- Achieve excellent customer service
- Assists the community with eligibility for food stamps, medicaid, and cash.

Preschool Teacher

The World of Discovery - Londonderry, NH
December 2009 to July 2014

- Create lesson plans encompassing math, reading, writing, art, and science

- managed a classroom of 14-16 3-4 year olds
- Did bi yearly progress reports and family meetings
- Completed evaluations

Education

Master's in Clinical mental health

Southern New Hampshire University - Manchester, NH
January 2016 to December 2018

Bachelor's in Psychology

HESSER COLLEGE - Manchester, NH
2012 to 2015

Associate in Early Childhood Education

HESSER COLLEGE - Manchester, NH
August 2006 to May 2008

Certificate in Early Childhood Education Certification/General Studies

SEACOAST SCHOOL OF TECHNOLOGY - Exeter, NH
September 2004 to June 2006

Skills

- Counseling
- Therapy
- Documentation
- Mental Health
- Case Management
- Microsoft Office
- problem solving
- Management (5 years)
- Cognitive Behavioral Therapy
- Crisis Intervention
- Individual / Group Counseling
- Behavioral Therapy
- Motivational Interviewing
- Group Therapy
- Addiction Counseling
- Child & Family Counseling
- Crisis Management

Certifications and Licenses

TF-CBT

January 2016 to Present

Completed and 8 hour training on trauma focused cognitive behavior therapy.

Trust-Based Relational Intervention(TBRI)

April 2019 to Present

CPR/AED/First Aid

April 2019 to April 2021

Non-abusive psychological and physical intervention (NAPPI)

April 2019 to Present

Additional Information

- Has over ten years working with children and assisting with their development.
- Demonstrates resourceful and positive outlook for the best answer to each client's needs and wants.
- Able to work efficiently and stay calm with clients and assist with looking for resources in their community
- Punctual and motivated

Nelson Hayden MLADC, MBA, MSF

Objective

I would like to find a position where I can combine the knowledge and experience I have in the counseling and substance use disorder field with my strong business acumen and administrative experience. I have held leadership positions in a wide array of situations including hospitality, clinical practice, and non-profit Boards of Directors. I seek an organization that values leadership and hard work where my talents will be used fully.

Professional Experience

Director Community Substance Use Services – Cheshire Medical Center – Keene, NH February 2019 – Present

- The Doorway at Cheshire Medical Center is one of nine Doorways that make up regional access points as part of a \$45 Million State Opioid Response to address the substance use disorder crisis in New Hampshire. In this position, I have created a new department as part of the Center for Population Health including staffing, budgeting and creating systems for measurement of our objectives.
- As part of my position as Director of the Doorway I have led a diverse group including physicians, nurses, nurse practitioners, behavioral health clinicians and community partners to develop a Medically Assisted Treatment plan for both our inpatient population and our Emergency Department. This has led to better patient care, improved access to substance use treatment, and better experiences for staff and patients alike.
- We are not technically a treatment program but rather a facilitating organization which helps individuals seeking treatment for their substance use disorder with appropriate ASAM levels of care. We assess, consent, and refer clients/patients to various levels of care and provide interim therapy as well as case management while they are waiting for placement.

Counseling Intern/Senior Counselor – Dublin Phoenix House – Dublin, NH October 2017 – February 2019

- The Dublin Phoenix House is a 49 Bed coeducational Residential Treatment Home for people with Substance Use Disorders. This nonprofit facility believes in the understanding that addiction is a chronic disease not a moral failing. Individuals suffering from substance use disorders deserve and require evidence-based treatment in settings that offer privacy and dignity.
- In this second-year internship, my work focused upon two major areas: 1) developing treatment plans and transitional support for a caseload of 6-10 individual clients and 2) facilitating groups for males and females of up to 30 members and educating group participants in areas such as Helping Men Recover, 12-Step Introduction, Seeking Safety and psychoeducation surrounding addiction and recovery. My success in the internship led to employment as a Senior Counselor.
- My caseload consists of up to ten clients and developing self-directed treatment plans, mental health evaluation, counseling these clients in individual, family, and group settings. In addition to the traditional counseling performed for the substance use population, I perform a great deal of case management including assisting with housing, co-managing treatment and aftercare with various social and corrections departments, improving bio-psycho-social health and creating transition plans for the same and evaluating financial and vocational concerns and creating improvement plans.

Counseling Intern - Keene State College - Keene, NH

August 2016 - May 2017

- The Keene State College Counseling Center is a highly sought-after internship for Antioch University Clinical Mental Health Counseling Students. I was fortunate enough to be able to participate in this program in my first year of internship due in part to the extensive organizational development in the Substance Use arena. I was the initial intern for a new Keene State College Counseling Internship focusing on Alcohol and Other Drugs and working under Michelle M. Morrow, Ph.D., who was the Coordinator of AOD Prevention, Treatment, and Education Services.
- In this specialized internship, my work focused upon two major areas: 1) providing interventions (both individual and small group interventions) and 2) helping to develop and deliver outreach and prevention efforts to address alcohol and other drug misuse on campus. We performed weekly outreach in the residence halls, met with each athletic team, and performed educational outreach to all incoming freshmen.
- As an intern, I was able to co-facilitate a general process group with a senior staff member. Additionally, my work included co-facilitating a bi-monthly Alcohol Education Class that included bystander intervention components.
- My caseload included conducting BASICS and CASICS (*Brief Alcohol Screening and Intervention for College Students/Cannabis Screening and Intervention for College Students*). BASICS and CASICS are empirically supported treatments that include the student completing an online feedback profile and attending 1 to 2 sessions that emphasize the examination of their own use patterns and behavior within a Motivational Interviewing framework. The aim of BASICS/CASICS is to reduce risky behaviors and the harmful consequences of use by increasing awareness and increasing the use of protective behaviors. Additionally, I saw students through a general caseload, where I focused primarily on CBT and Motivational Interviewing to help the students best adjust and perform in the higher education setting.

Administrator - Sheth-Horsley Eye Center - Stoneham, MA

June 2010 - October 2013

- In this position, I was able to navigate the change in ownership of this longstanding practice, we grew the practice significantly in a short amount of time using premium cataract surgery and refractive surgery. I brought a culture of patient satisfaction to the reception and clinical staffs as well as to the doctor, which helped to increase patient visits. We worked diligently with the referral community to exceed HEDIS standards and promote communication.
- We were able to implement systems where practitioners worked to the maximum of their licensure and ability thereby increasing overall efficiencies in the practice.
- I was able to evaluate the billing and collections for the practice and collaborate to improve processes to increase the average daily collections by 50% and reduce the number of days sales were outstanding from 48 days to 39 days.

Executive Director - Tallman Eye Associates - Lawrence, MA

February 2006 through March 2010

- As Executive Director for this 18-doctor private practice I helped to increase revenues by 43% in the clinic and 45% in the optical dispensaries over four years. Total revenues exceeded \$13 Million.
- Our team was able to expand the capacity of the organization through adjustments to the physical plant, provider relations, schedule engineering, and human resources development.
- I was able to lead the transition of this large group from restrictive systems to integrated processes through the use of IT. The use of technology improved transparency, efficiency, as well as communication and revenues.

Education

Antioch University – MA CMHC Program Substance Abuse Counseling Focus June 2015- May 2018

I recently completed a Masters in Clinical Mental Health Counseling with a concentration in Substance Abuse Counseling at Antioch University. I completed coursework in Social Cultural Diversity, Group Approaches to Counseling, Ethics, Fundamental Therapeutic Interactions, Counseling Theories, Human Development, and Career & Lifestyle Counseling in my first year. In my second year, I completed coursework in Human Sexuality & Sex Therapy, Psychopharmacology, Psychopathology, Family Counseling Approaches to Addiction, and Integrated Approaches to Addiction Counseling, Crisis and Trauma Informed Therapy, Research and Evaluation in Counseling and Therapy, and Issues in Addiction Recovery. I transferred to Antioch as it offers a classroom aspect to the program and can lead to licensure in the State of New Hampshire.

University of South Dakota – MS Addiction Studies January 2013 – August 2013

I enrolled as a degree-seeking student at the University of South Dakota, seeking a Masters in Addiction Studies. I completed my first two terms with a 4.0 Grade Point Average. The coursework included pharmacology, alcohol and drug counseling theories, addiction studies research, and addressing families and drug and alcohol issues.

Northeastern University – MBA/MSF Program January 2010 – August 2012

I completed my MBA program at Northeastern University and took an extra semester to earn a Master of Science in Finance as well. I was fortunate enough to walk through Commencement on May 4, 2012 and realize the fruits of this two and a half year effort. The curriculum included coursework in Organizations in the New Economy, Healthcare Finance, Strategic Decisions in Healthcare, Financial Strategy, Financial Accounting and Management Accounting.

State University of New York – BS Business Management/Health Services 2006 - 2009

I spent three years completing my undergraduate degree while altering my focus from liberal arts focus to a business management degree with a concentration in health care management.

University of Southern California – English Literature 1984 - 1989

Spent five years working towards a BA Degree in English Literature. Rowed for the University of Southern California Crew Team in 1984 and 1985. Vice President of the Phi Kappa Tau Fraternity in 1987, President in 1989.

Organizational Involvement

Recovery Task Force August 2015 – Present

I currently sit on this committee, which is part of the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment. The work done by this task force includes standards for NH Recovery Housing, as well as helping with the Recovery Aspect of the State Plan. The mission of the recovery task force is to promote effective community based Recovery Support Services by recommending to the Governor's Commission policies, practices and funding to address unmet needs in the continuum of care for SUD.

Monadnock Alcohol & Drug Abuse Coalition April 2015 – December 2016

I recently concluded volunteering with this Prevention Coalition in Keene, NH. The Monadnock Alcohol and Drug Abuse Coalition works to reduce alcohol and drug use and misuse in Cheshire County. I contributed to the organization through strengthening the bond along the continuum of care. I have done this through participation in Recovery Coach Training, leading the Compliance Check initiative for local retailers. I have also carried

MADAC's message to other agencies including Monadnock Family Services, Acting Out, and the Keene Serenity Center. I have trained over 80 Recovery Coaches in Keene through three-week long training sessions.

Board Member/Treasurer New Hampshire Providers Association **July 2015 - 2019**

The mission of the NH Providers Association is to represent its members in advancing substance use prevention, treatment and recovery through public policy, leadership, professional development, and quality member services. I have been a Board Member, their VP of Recovery, and a member of the Finance Committee for this organization and I am very excited about the opportunity to serve this organization and help advocate for providers of drug and alcohol treatment in the State of New Hampshire.

Board Member/Treasurer Monadnock Restorative Community **July 2015 - December 2016**

Monadnock Restorative Community promotes recovery and successful re-integration of recently incarcerated women with an addiction into the larger community through an outpatient setting designed to achieve health and wholeness of mind, body and spirit. This organization has been active in the use of Recovery Coaches and Community mentors in order to assist these women. Much of my contribution is my business acumen as well as my experiences with Recovery Coaching and business planning.

Board Member/Treasurer Keene Serenity Center **January 2016 - 2019**

The Serenity Center is a membership organization and a separate entity that is neither affiliated with nor financed by any recovery program or other organization. We recognize that there are many pathways to successful recovery from addictions, and we welcome people on all paths to recovery and their families. Our center provides a safe haven to initiate and / or maintain long-term recovery through peer-to-peer support meetings and fellowship. At present, we have over 20 meetings serving more than 300 people each week. I am most proud that this organization was chosen as one of five Community Recovery Organizations to work with Harbor Homes and the Bureau of Drug and Alcohol Services to promote peer-to-peer recovery.

Selectman, Town of Roxbury **March 2016 - 2019**

The Town of Roxbury, NH is located in Cheshire County, in the southwest corner of the State of New Hampshire. It is known to be the fourth smallest community in the State, with a population of less than 240 people. Roxbury was incorporated 1812. Roxbury is also home of The Otter Brook Dam and Lake / Recreation Area. It was built by The Army Corp. of Engineers from 1956-1958. With its small New England charm, Roxbury, New Hampshire is a wonderful place to live and a relaxing place to explore.

References

References are available upon request.

Laurie Butz-Meyerrose

Objective To obtain a job in the field of Mental Health and Substance Abuse Counseling

Experience Clinician

The Doorway @ Cheshire Medical
Keene, New Hampshire

March 25, 2019 – Present

Assessments and referrals for substance abuse treatment. Coordinate treatment for and aftercare in the community. Meet with patients, perform assessments and make referrals dependent on level of care. Assist in coordinating follow up care that includes housing, legal issues, ongoing MAT, mental health, physical health, and insurance.

Senior Counselor

Sobriety Centers of New Hampshire – Antrim House
Antrim, NH

January 2016 – current

Assessments, individual and group counseling. Create, implement and review treatment plans. Coordinate discharge and follow up care in the community. Vast experience working with Medicaid. Outpatient clinical with former clients, establishing bridge program back into the community.

Senior Counselor

Phoenix House, Dublin, New Hampshire

January 2015 – Current

Intakes and Assessments

Individual and Group Counseling

Create, implement and Review Treatment Plans

Coordinate discharge, working closely with transitional living, community mental health, department of corrections, DCYF

Case Manager

Crotched Mountain Rehabilitation Hospital, Greenfield, New Hampshire

August 2010 – January 2015

Discharge Planning

Coordination of Insurance Updates

Coordination of services and transitioning of patients into the community

Data Entry

TD Bank, Keene, New Hampshire

October 2009 – May 2010

Temporary Assignment, Data Entry

Case Manager

AIDS Services for the Monadnock Region, Gilsum, New Hampshire
June 2007 – July 2009

Responsible for 20 – 25 HIV/HopC clients

Care Program Applications, Application for community benefits

Meetings at the State for continued funding processes

Education

MS Clinical Mental Health Counseling

Walden University, Minneapolis, MN

November 2014

Chi Sigma Iota Honor Society/Concentration in Forensic Counseling

Golden Key International Honor Society

BA Psychology

Ashford University, Clinton, IA

May 2010

Magna Cum Laude

License

LCHMC, MIADC, ACS

Tracy Grissom, MA, LCMHC, NCC

EXPERIENCE

Phoenix House, Keene - New Hampshire Director of Access and Clinical Manager of Keene Residential Program

JUNE 2017 - PRESENT

- Build and foster relationships with stakeholders
- Uphold clinical framework of residential program
- Communicate the need for treatment by requesting pre-authorizations and concurrent reviews to insurance providers consistent with the ASAM criteria
- Provide administrative and clinical supervision to clinical and non-clinical staff

Meadowview Recovery Residence, Brattleboro, VT - Program Care Coordinator

JUNE 2016 - JUNE 2017

- Provided clinical framework and group supervision for staff
- Cultivated and maintained relationships with referral sources
- Coordinated all intakes, discharges, and referrals for program in collaboration with VT Dept of Mental Health and team members
- Assisted in collecting essential data for reporting to the state and agency

Health Care and Rehabilitation Services, Hartford, VT - Clinician I

JANUARY 2015 - JUNE 2016

- Completed clinical assessments and formulated diagnosis in accordance with DSM-5
- Maintained accurate and timely clinical documentation in Electronic Medical Record
- Assisted individuals in identifying and prioritizing treatment goals
- Designed client centered treatment plans with specific goals allowing for measurable progress and completion of treatment

Health Care and Rehabilitation Services, Brattleboro, VT - Case Manager I

SEPTEMBER 2013 - JANUARY 2015

-
- Referred individuals to community resources based on presenting need and scheduled required evaluations and assessments
 - Promoted independence through skill acquisition in activities of daily living
 - Modeled appropriate and healthy boundaries
 - Conducted mental health screenings and sub assessments in a timely manner

Education

Antioch University New England, *Master of Arts* in Dance/Movement Therapy and Counseling, MAY 2013

Martha Barnard, LCMHC, MLADC

Objective: To work in a socially progressive setting dedicated to mental health wellness and substance abuse recovery and to further my counseling development

Clinical Experience

COURT MENTAL HEALTH CLINICIAN
Cheshire County Drug Court - Keene, NH

May 2017 - Current

- Intensive outpatient counseling for clients diagnosed Substance Use Disorder/Co-Occurring
- Individual counseling with a caseload of 10 clients engaged in the IOP programming
- Facilitates group therapy for diagnoses of SUD/PTSD/Borderline, Antisocial Personality traits
- Administers screening and completes mental health biopsychosocial assessments
- Works on a multi-disciplinary team making treatment recommendations to the court
- Identifies appropriate community referrals to be utilized in case management

COUNSELING CLINICAL INTERN
Cheshire County Department of Corrections - Keene, NH

September 2016 - May 2017

- 1:1 counseling with caseload of 6-7 incarcerated clients with SUD and co-occurring disorders
- Co-Facilitated psychoeducational substance abuse recovery group with men and women
- Worked with clients diagnosed with PTSD, Antisocial and Borderline Personality Disorders
- Aided underprivileged, socio-economically disadvantaged clients
- Built on skills of clinical documentation by completing biopsychosocial assessments

COUNSELING CLINICAL INTERN
Hilltop Recovery Residence (HCRS) - Bellows Falls, Vermont

August 2015 - May 2016

- Provided individual supportive counseling in Level III Care
- Facilitated psychoeducational group based on vocation/education
- Co-Facilitated therapeutic group counseling on topic of interpersonal/intimate relationships
- Trained in assessment, screening and treatment planning
- Displayed competence in clinical documentation

TRANSITIONAL AID/RESIDENTIAL COUNSELOR
Antrim Girls Shelter & School - Antrim, NH

Jan 2008 - July 2010

- Provided social, emotional and behavioral counseling to girls ages 11-17
- Assessed and encouraged comfortable transition to on-site school
- Utilized 1:1 crisis stabilization, team building, group and/or individual counseling
- Accepted responsibilities of Charge Staff
- Acted as an adolescent's advocate to the court

Education

- Antioch University New England - Keene, NH** May 2017
Master of Arts in Clinical Mental Health Counseling/Substance Abuse concentration
Chi Sigma Iota - Counseling Academic and Professional Honor Society International
- Keene State College - Keene, NH** May 2007
Bachelor of Arts in Sociology, Minor in Women's Studies

Certifications/Licenses

Issue Date

- State of NH Board Licensed Clinical Mental Health Counselor 2020
- State of NH Board Licensed Master Alcohol and Drug Counselor 2022
- Basic Life Support (CPR/AED) 2021
- MRT Domestic Violence Certification 2020
- NCC National Certified Counselor 2017
- Moral Reconciliation Therapy Certification 2017
 - Cognitive Behavioral Therapy to address criminal thinking/behavior
 - MRT Trauma certification
- CPI - Nonviolent Crisis Intervention 2017
- New Hampshire Disaster Behavioral Response Team 2015

Skills

- EMDR 40-hour basic training 2021
- Dialectical Behavior Therapy 2019
 - Basics in teaching groups and integrating skills for individual therapy

References Available Upon Request

Brodie Iosue, LICSW

OBJECTIVE

To obtain a clinical social work position that will enable me to provide quality care to individuals with substance use and co-occurring disorders, within a strong team environment Strengths include relationship building skills, passion for increasing clinical knowledge and experience, empathy, and determination

EDUCATION

University of New Hampshire – Durham, NH <i>Master of Social Work</i>	May 2019 <i>UNH Phi Alpha Social Work Honors Society</i>
University of New Hampshire - Durham, NH <i>Bachelor of Arts in Psychology</i>	May 2016 <i>University Scholar GPA 3.57</i>
Bond University – Queensland, Australia <i>Semester Abroad Studying Psychology</i>	January 2015-April 2015 <i>Global Ambassador</i>

PROFESSIONAL EXPERIENCE

Monadnock Family Services – Keene, NH **May 2019 – Present**
Clinician – Child, Adolescent, and Families Program

- Provides client-centered individual and family therapy in outpatient setting
- Assesses and diagnoses a variety of mental health disorders in children
- Facilitates Adolescent Dialectical Behavior Therapy treatment group
- Collaborates with a multidisciplinary team of professionals

Willows Substance Use Treatment Center – Manchester, NH **September 2018 – May 2019**
Clinical Intern

- Provides individual counseling to clients with substance use disorders
- Facilitates psycho-education intensive outpatient and outpatient groups
- Responsible for substance use disorder treatment planning
- Extensive clinical work with co-occurring disorders

Seacoast Learning Collaborative – Rochester, NH **August 2017 – May 2018**
Social Work Intern

- Provided support and in-moment counseling for high school students in a small therapeutic setting
- Assisted in developing IEP's and measurable goals to encourage student success
- Attended and contributed to daily collaborative staff meetings

Cheshire County Drug Court – Keene, NH **Summer 2014**
Drug Court Intern

- Assisted with client risk assessments
- Attended weekly drug court team meetings and court sessions
- Reviewed participant's logs to ensure compliance with weekly expectations

SKILLS & ADDITIONAL EXPERIENCE

- Child Parent Psychotherapy (CPP) Nationally Rostered Provider – *March 2021*
- Training in Treating Eating Disorders
- Seeking Safety: An Evidence-Based Model for Trauma and/or Substance Abuse – *October 2021*
- Trauma-Focused Cognitive Behavioral Therapy Training – *February 2019*

Tara S. Abbott



RN

Objective

Seeking an opportunity to obtain a position to apply my education and experience with continued opportunity for growth and knowledge.

Education

Fitchburg State University RN-BSN Program	2020-Current
Mount Wachusett Community College LPN-RN Bridge Program Associates Degree	2017-2018
River Valley Community College-Keene, NH Classes toward completing requirements for Registered Nursing Program	2013-2016
St. Joseph School of Nursing-Nashua, NH Completed LPN Program – Diploma. Served as class Vice President. Received Most Dependable Award for class of 2011	2010-2011
Southern New Hampshire University-Manchester, NH Classes working toward a Business Administration Degree	1998-2000
Pinkerton Academy- Derry, NH High School Diploma.	1987-1992



Experience

Cheshire Medical Center-Keene, NH

2019-Current

Progressive Care Unit RN- Implement total nursing care through the nursing process while communicating effectively with family members and patients. Evaluate and monitor patient response to treatment and progress toward goals. Act as patient advocate; interact in a timely manner between multidisciplinary staff to minimize delays and optimize patient care and efficiency. Administer and execute therapeutic physician and nurse initiated interventions. Worked collaboratively with physicians to discuss and identify patient treatment needs. Modify and individualize care according to patient and family culture, demographics, history and needs.

Cheshire County Department of Corrections-Keene, NH

2011-2019

Medical Services Coordinator- Department Director – since 2015. Provide nursing services, treatments and preventative procedures appropriate for emergency, acute and chronic care. Responsible for planning, organizing and directing the administration of all medical services. Implemented methods and systems to ensure inmate care and documentation reflect an accurate and complete process with the standard of care. Serve on the Medication Assisted Treatment (MAT) committee for substance abuse ensuring continuity of care in recovery while supporting harm reduction. Responsible for the administration and evaluation of nursing practice and the environment of care including staffing, discharge, scheduling, supervision, evaluation, consultation and education of the nursing staff. Verify, oversee and monitor nursing staff for current nursing license, certifications and CEUs to comply with the NH board of nursing. Oversee Medical Services Administrative Assistant and assign responsibilities. Assess, monitor and coordinate patient health care needs, establish medication administration, safety and control in conjunction with consulting pharmacist and medical staff. Collaboration with facility MD, PA-C, Mental Health, LADCs, case management, DOC administration, community health care providers and US Marshal Services to provide appropriate medical care as needed. Develop and review all medical services policies and procedures.

Aware Recovery Care In-Home Addiction Treatment-Bedford, NH

2/2019-11/2019

Care Coordinator- Responsible for admission, care management and discharge of a caseload of clients receiving recovery services in the home. Assessment and development of an appropriate treatment plan to meet individual client needs and goals. Regular evaluation of client progress, including crisis intervention as appropriate. Submit timely clinical documentation. Collaboration and coordination of services with the client, family and all providers involved in the treatment plan. Supervision and delegation of the services rendered to the client by the Certified Recovery Advisors (CRA) in accordance with organization policies. Identify client and family needs for services or other community resources and referrals.



Volunteer Work

PCU Practice Council – Cheshire Medical Center, Keene NH	2020-Current
Monadnock Regional Special Olympics	2008- Current
Gym Rats Basketball Association	2017- Current
Serenity Center Keene, NH	2018-2019
Keene Knights Football Association	2014-2016

Dawn L Harland, MD, FACP, FASAM



Education/Post Graduate Training:

University: San Jose State University, San Jose, CA
Degree: BA, 1977-1980
Stanford University, Palo Alto, CA
Fall terms, 1976, 1978

Med School: University of Colorado, Health Sciences Center, Denver, CO
Degree: MD, 1992-1996

Residency: Internal Medicine
Dartmouth Hitchcock Medical Center, Lebanon, NH
Internship and residency, 1996-1999

Fellowship: Cardiology
Dartmouth Hitchcock Medical Center, Lebanon, NH
1999-2000 (partial completion of program)

Subspecialty: Addiction Medicine
10/2015

Licensure and Certification:

Medical License, NH Board of Medicine:
#NH11060, expires 6/30/20

Board Certified, Addiction Medicine:
American Board of Preventive Medicine, #61-1430; 2018

Board Certified, Internal Medicine:
American Board of Internal Medicine, # 192453; 2005, 2015

Diplomate, American Board of Addiction Medicine, #634405; Dec 2015

Licensure and Certification, continued:

DEA, #BH6949551, exp 10/31/21; DATA 2000 waiver 2014: # XH6949551; 275 cap

NPI # 1487742797

BLS, expires 10/2021

Academic Appointments:

Geisel School of Medicine at Dartmouth

2010 - 2015	Assistant Professor of Medicine and Pediatrics
2003 - 2010	Assistant Professor of Medicine
2000 - 2003	Instructor in Medicine and Pediatrics
1999 - 2000	Instructor in Cardiology

Hospital Appointments:

2000 - 2017	Mary Hitchcock Memorial Hospital Dartmouth Hitchcock Medical Center (DHMC) Active Clinical Professional Staff, Assistant Professor Department: Medicine
2001 - 2003	Department of Veterans Affairs Medical Staff with Clinical Privileges White River Junction, VT

Administrative Leadership Positions:

2017 - 2020	Medical Director, Sobriety Centers of NH (SCNH)- Antrim House
2017 - 2018	Medical Director for New England, Groups- Recover Together
2003 - 2011	Assoc Director for Clinical Affairs, Dartmouth College Health Svc
2002 - 2003	Acting Assoc Director for Clinical Affairs, Dartmouth College
2009 - 2011	Physician Director for CME, Regularly Scheduled Series conferences held at the Dartmouth College Health Service
2002 - 2011	Pharmacy and Therapeutics Committee, Co-Chair
2002 - 2011	OSHA - responsible for blood borne pathogen exposure control plan, policy development, implementation and staff education

Current position:

2017 - 2020 SCNH-Antrim House - Medical Director, Residential Treatment and Out-Patient Clinic - Serve as Medical Director, see residential patients weekly, manage all new admissions, prescribe MAT (buprenorphine, naltrexone/ Vivitrol, Sublocade, acamprosate) and necessary meds for comfort and dual diagnoses/primary care needs.

Committees, Innovations, Special Projects:

2017 - 2018 Medical Director for New England, Groups- Recover Together; Developed a program for monthly provider calls, including physicians in NH and ME, to discuss cases, polices, concerns in treatment of opioid use disorder. Co-developed a Peer Review process for 60-70 physicians in NH and Maine, Groups-Recover Together

Sept 2017 Washington DC – On the Hill – Spoke with US Senators and Congressmen, and their aids, about pending legislation - related to healthcare and treatment of opioid use disorder

2010 - 2011 Mental health in primary care at Dartmouth College Health Service – sharing selective mental health records in the EMR

2010 - 2011 Concussion evaluation template development - collaborative effort with Dartmouth College athletic trainers and primary care

2010 - 2011 Implementing PHQ-9 Depression screening at Dartmouth College Health Service

2006 - 2011 Anti-Coagulation Clinic - physician coordinator at Dartmouth College Health Service

2006 - 2011 Travel Clinic – Dartmouth College Health Service, director/ program development

2006 - 2011 Allergy Clinic – Dartmouth College Health Service, director/ desensitization program development

2006 - 2011 Immunization - physician consultant for annual updates

2008 - 2010 Research study co-investigator - "T-Spot Specificity Study in Students at Low Risk for LTBI at a College Health Service"

2006 - 2010 Electronic medical record committee - template design, training, physician liaison for clinicians, business office and pharmacy

2005 - 2010 Collaborative projects with infectious disease faculty at DHMC and Public Health - HPV vaccine trials, meningitis vaccine study, TB studies

2005 - 2010 Search committees for a variety of positions - physician, physician assistant, nurse practitioner, director of disability services, director of Native American studies, athletic trainer

2002 - 2005 Quality improvement committee

Teaching of Dartmouth College Undergraduate Students:

2007 Taught 20 Dartmouth College students in Namibia and So. Africa as part of an Environmental Studies Foreign Study Program.
2003 - 2011 Travel Preventive Medicine - educated groups of students on medical topics prior to foreign travel

Formal Teaching of Residents and Medical Students:

2006 - 2010 Adolescent Health, Eating Disorders - Primary Care Resident sessions - invited to discuss topics annually
2000 - 2002 On Doctoring Program - preceptor for a medical student
2000 - 2002 Cardiac Physical Exam - first year medical students

Clinical Supervisory and Training Responsibilities:

2013 - 2017 Attending Physician - General Internal Medicine, DHMC
Direct supervision of Internal Medicine resident physicians

2012 Attending Physician - General Internal Medicine, DHMC
Direct supervision of medical student and physician assistant student

2000 - 2011 Attending Physician - Dartmouth College Health Service
Direct supervision of Internal Medicine and Pediatric residents
Implemented daily "chart review" sessions for case presentations and informal teaching

2002 - 2011 Clinical Director - Dartmouth College Health Service
Direct supervision of clinical staff – physicians, nurse practitioners, PA's, nurses, medical assistants and support staff

Formal Teaching of Peers:

2016 Associate providers, DHMC - Opioid Dependence
2015 Internal Medicine faculty - Buprenorphine for Opioid Dependence
2014 Internal Medicine faculty - The Opioid Crisis
2011 Internal Medicine faculty- Eating Disorders in Primary Care
2010 Depression and Anxiety in Primary Care - including introduction of PHQ-9 survey tool, Health Service staff

2010 Dengue Fever - Case presentation to Infectious Disease staff, DHMC

Formal Teaching of Peers, continued:

2010 Reef Fish and Potential Neurotoxicity - Case presentation to Infectious Disease staff, DHMC
2008 Acute Pulmonary Tuberculosis - Case presentation and discussion
2008 Polio and Rabies – Health Service talk
2006 Atypical Pneumonias – Health Service talk
2004 HIV Seroconversion - Case presentation with staff
2004 Community Acquired Pneumonia – Health Service talk
2003 Antibiotics and Antibiotic Resistance – Health Service talk
2001 Cardiac Auscultation – Health Service talk

Regional Teaching and Presentations:

2008 "The Hook Up Culture"; NE College Health Assoc, Annual Meeting, Mystic, CT
2006 "Pneumonia in the College-Aged Student"; NE College Health Assoc, Annual Meeting, Portland, ME

Clinical Activities:

2017 - 2020 Physician - Residential Treatment – MAT, Mental Health, Sobriety Centers of NH - Antrim House, Antrim, NH
2017 - 2020 Outpatient Clinic Physician – MAT, Mental Health, Sobriety Centers of NH - Antrim House, Antrim, NH
2015 - 2018 Clinic Physician - Addiction, Groups- Recover Together, Keene, NH
2015 - 2017 Clinic Physician - Addiction, ROAD to a Better Life, Lebanon, NH
2015 - 2017 Physician - Resident Supervision, GIM, DHMC, Lebanon,
2011 - 2015 Primary Care Physician - General Internal Medicine, DHMC
2000 - 2011 Primary Care Physician - College Health, Outpatient clinic
2000 - 2011 Inpatient Care Physician - College Health, Infirmary

Professional Affiliations:

2006 – 2020 Fellow (FACP) in the American College of Physicians
2015 - 2020 Fellow (FASAM) in the American Society of Addiction Medicine
2015 - 2020 Diplomate (DABAM) in the American Board of Addiction Medicine
2002 - 2018 Dartmouth Hitchcock Clinic; Senior Member
1997 - 2003 American College of Physicians

2003 - 2011 New England College Health Association, Board Member, 2010 - 2011
Professional Affiliations, continued:

1998 - 2019 NH Medical Society
1992 - 1996 Colorado Medical Society

Awards and Honors:

2005 Affiliate New Professional Award
American College Health Association
New England College Health Association
1996 Glaser Research Award
University of Colorado, School of Medicine
1996 Adler Scholar Award
University of Colorado, School of Medicine
1994 Scholarship for Merit, for Excellence in Community Service
University of Colorado, School of Medicine
1990 - 1992 Dean's Honor Roll - University of Colorado, Denver, CO
1990 - 1992 National Dean's List - University of Colorado, Denver, CO
1982 - 1983 Dean's Honor Roll - University of Nevada, Reno, NV
1977 - 1980 Dean's Honor Roll - San Jose State University, SJ, CA
1980 BA, with Honors and Great Distinction
San Jose State University, San Jose, CA
1976 Valedictorian - Camden High School, San Jose, California

Major Interests:

Opioid, alcohol and stimulant dependence, other substance use disorders, mental illness, trauma, prevention, behavioral health, meditation, healthy lifestyles.

Major Research Experience:

2008 Clinical Research involving Dartmouth College Health Service, Infectious Disease, DHMC, and State of NH.
Evaluation of IGRA specificity in college students at low risk for TB.
Published as co-author in Journal of American College Health
1995 Clinical and basic science research in medical oncology, University of Colorado, Health Sciences Center, Denver, Colorado
Investigation of the molecular mechanism for the occurrence of aggressive carcinoma in burn scars
Published as first author in Journal of Trauma
1995 Walter and Eliza Hall Institute, Melbourne, Australia
Analysis of the molecular structure of the signaling domain of G-CSF receptor in human acute myeloid leukemia

Primary Investigator

Bibliography:

Talbot EA, Harland D, Wieland-Alter W, Burrer S, Adams LV: Specificity of the tuberculin skin test and the T-SPOT.TB assay among students in a low - tuberculosis incidence setting. *J Am Coll Health* 60(1): 94, 2012.

Harland DL, Robinson WA, Franklin WA: Deletion of the P53 gene in a patient with aggressive burn scar carcinoma. *J Trauma* 42(1); 104, 1997.

Nicole Boudle, RN

SUMMARY of QUALIFICATIONS

- Critical thinker, assertive and proficient in Nursing care skills
- Strong team player with excellent communication skills
- Certifications: BLS, Honoring Care Decisions (first steps – Advanced Directives)

EDUCATION Quinnipiac University, Hamden, CT
BS Nursing, 2005

EXPERIENCE

9/19-3/22 School nurse, Keene High School

- Comprehensive care of the student including physical, mental, and emotional care.
- Collaborated with a multidisciplinary team including parents, school counselors, administrators, and staff.
- Managed and cared for students based on COVID protocols guided by the state of New Hampshire.

Cheshire Medical Center, Dartmouth Hitchcock

RN, Collaborative Care (Chronic care management) 8/14-present

- Using a team based approach to work together with different specialties to treat patients with chronic stable medical conditions
- Uses evidence based protocols for diabetic medications to titrate these medications to achieve controlled blood glucose levels

RN, Emergency Department

6/07 – 8/15

- Cared for patients of all ages from infant to elderly and their families
- Documented all patient care information in accordance with hospital policy and electronic medical records
- Acted as charge nurse of the department during shift.
- Performed sexual assault evidence collection and counseling

Home Healthcare Hospice and Community Service 8/09-5/12

RN, VNA Keene and Peterborough offices

- Providing care to a wide range of patients in the home care setting

Concord Hospital, Concord, NH

6/05-6/07

RN, Emergency Department

- Performed emergency care in a busy level 2 trauma center during the night shift in accordance with physician orders, hospital policy, and standard nursing practice

REFERENCES Furnished upon request

Paige Putnam



Objective

To obtain a position in a career that I may apply my skills for the purpose of improving the growth and success of a health care department.

Experience

Walpole Village Tavern—Busser

2009-2009

- Knowledge in restaurant operations
- Ability to uphold and implement service standards
- Ability to prioritize and organize work assignments
- Working with others in close environments
- Positive interpersonal skills with guests and co-workers
- Handled money and phone calls
- Seated customers and brought out food

Home Away From Home—Teacher Assistant

2009-2011

- Planned and scheduled daily activities
- Provided care and protection for assigned kids
- Reported conditions which required attention
- Monitored overall progress of assigned children and prepared end of day reports
- Picked up children from the bus stop
- Participated in staff meeting

Keene: The Children's Learning Center/Dartmouth-Hitchcock

2011-2013

- Provided a warm and accepting environment that promotes learning
- Supported class room instruction
- Assisted teacher in developing lesson plans and activities
- Observed and assessed students progress and behavior
- Performed basic administrative tasks
- Computer knowledge

Toddle Inn - Teacher Assistant

2013-2014

- Provide a warm and accepting environment that promotes learning
- Prepared and completed end of day reports
- Observed and assessed students progress and behavior
- Computer knowledge
- Report conditions when necessary
- Problem solving
- Reporting to parents children's progress and how their day went



Maplewood Nursing Home - LNA

August 2014-2018

- Provides safe care for residents
- Charting/computer knowledge
- ADL S care
- Breakfast, Lunch, and Dinner preparations
- Toilet and HS care
- Received two acknowledgements for exceptional care
- Assisting nurses with treatments
- Providing comfort to family and residents at end of life care
- Consoling family members on the death of their loved one
- Interacting with family, making sure they do not need anything while they are visiting
- Calling family when resident would like to speak to them

Dartmouth-Hitchcock Medical Center-I/NA

- Checking patients in
- External Labs
- Vitals
- AIC checks
- Urine Dip Sticks
- Writing Pending orders
- Writing in results of tests
- Providing a warm environment for patients
- Helping comfort patients when needed

Dartmouth-Hitchcock Medical Center Keene-LNA

2018-2021

- Get patients settled into rooms
- Assist nurse in daily tasks
- Vitals
- Help patients feel comfortable
- Charting
- Answer phones
- Schedule patients for PAT phone call interviews
- Make charts for upcoming patient surgeries
- Filing consent forms
- Phlebotomy
- Answer phones
- Page doctors
- Directing patients in the right direction to speak to specific offices
- Sending out work requests
- Photocopying and faxing



- Ordering inventory for the unit

Dartmouth Hitchcock Medical Center-Keene-LNA/Admin Assistant 2021-Present

- Checking patients in/out
- Urine Drug Screen
- PDMP
- Calling Pharmacies
- Calling Insurance companies
- Filing
- Making charts
- Vitals
- Assist MD and RN
- Photocopying and faxing
- Ordering supplies
- Charting UDS/BAC results
- Calling patients
- Answering phones

Education

Fall Mountain Regional High School	2009-2012
High School Diploma	Langton, NH
Southern Maine Community College	2012
Completed one semester	South Portland, ME
River Valley Community College	2012- 2014
	Keene/Claremont, NH
(Courses taken: Children With Special Needs, and Health, Safety, and Nutrition For Kids)	
Red Cross	2013
LNA Program	Keene, NH
Water Safety	2014

Nicole Sangermano (Boudle)

Authorized to work in the US for any employer

Work Experience

Program Manager

Antrim House

June 2021 to Present

- Supervisor for recovery support staff
- Collaborate and develop program policies and procedures
- provide training and mentorship to all recovery support staff

- Facilitate monthly staff meetings
- Schedule shifts and client programming

Lead Recovery Support Worker

Sobriety Centers of NH Antrim House - Antrim, NH

March 2017 to Present

Job duties

- Medication Monitoring
- Record client vital signs
- Coordinate with medical team and perform EMR data entry.
- Perform admissions for new clients entering the program
- Facilitate and document recovery groups
- Participate in Interviewing and training new hires.
- Update client group schedule
- Assist program manager with daily operations
- Provide support 1:1 and in a group setting with clients and Recovery Support Staff

Home and health aide

Granite State Independent Living - Concord, NH

May 2019 to September 2019

Assist with daily living actives

Medications monitoring

Companionship

Pet care

Resident assistant

Summer Hill Assisted Living - Peterborough, NH

July 2015 to February 2017

Job duties

- Monitor and record client vital signs, weight and blood sugar.
- Work independently and report any concerns to the charge nurse.
- Assist clients with daily living skills..
- Assist clients with mobility and exercise.
- Record all data for each client and report findings to the next shift.
- Prepare meals for clients and assist with feeding as needed.

Weekend Concierge

Summer Hill Assisted Living - Peterborough, NH

July 2016 to January 2017

Job duties

- Greet visitors and direct them to the appropriate wing.
- Answer and transfer all incoming calls.
- File and maintain all paper inventory.
- Order and stock office supplies.
- Deliver mail and collect outgoing mail.
- Perform security checks at the end of each shift.

Laser/chemical etch technician

NHBB - Peterborough, NH

June 2013 to July 2015

Job duties

- Read and understand complex work orders/ drawings/diagrams.
- Operate and regularly maintain laser etch machines.
- Identifying and troubleshooting technical issues
- Properly dispose of and use numerous chemicals for chemical etch procedure.
- Regularly inspect for quality control.
- Inspect 5 piece samples from other etch technicians.
- Uphold cleanliness in a FED-STD-209E Class 7/ISO 14644 Class 10,000 clean room.

Back-up Supervisor/ Production Team Leader

Alene Candle - Milford, NH

October 2009 to April 2013

Job duties

- Supervise 30-40 production workers.
- Independently oversaw 2nd shift operations.
- Identify and troubleshoot technical issues for/with team members
- Train entry level production workers and Team leaders.
- Maintain supply and demand.
- Run and program automated production lines.
- Produce quality product to each individual customers standard.
- Read and understand complex work orders.
- Regularly inspect for quality control.

Education

Career Diploma in Social Services Assistant: Substance Abuse

Ashworth College

January 2017

Career Diploma in Home and Health Aide

Ashworth College

January 2015

High school in General

James Madison High School

Skills

- INTERVIEWING (4 years)
- CONTINUOUS IMPROVEMENT (5 years)
- PROCESS IMPROVEMENT (7 years)
- TIME MANAGEMENT (9 years)
- management (8 years)
- cleaning (3 years)
- cpr
- Disability
- Direct Support
- Direct Care
- Personal Care
- Medication Administration
- Motivational Interviewing (6 years)
- Animal Care (Less than 1 year)
- Crisis Intervention (6 years)
- Quality Inspection

Certifications and Licenses

CPR/First Aid

July 2017 to January 2019

AED

July 2017 to January 2019

Crisis Prevention Intervention

July 2017 to January 2019

Additional Information

Licensed Recovery Coach - in progress of completion

Doorway at Cheshire Medical Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nelson Hayden, MLADC	Project Director	\$110,364.80	18%	\$19,865.66
Laurie Butz-Meyerrose, MLADC	Clinician	\$73,548.8	20%	\$14,709.76
Heather Trempe, MA	Clinician	\$65,478.40	20%	\$13,095.68
Brodie Iosue, LICSW	Clinician	\$64,480.00	10%	\$6,448.00
Tracy Grissom, LCMHC, MLADC	Clinician	\$73,049.60	10%	\$7,304.96
Martha Barnard, LCMHC, MLADC	Clinician	\$68,952.00	50%	\$34,476.00
Dawn Harland, MD	Medical Doctor	\$104,000.00	33%	\$34,320
Tara Abbott, RN	Nurse/Care Manager	\$73,403.20	33%	\$24,233.00
Paige Putnam, LNA	Admin. Asst.	\$47,257.60	50%	\$23,628.80
Nicole Boudle, RN	Nurse	\$53,489.28	50%	\$26,744.64



Lori A. Shibleyette
Commissioner

Katja S. Fox
Director

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

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

March 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	334662-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	\$651,316	\$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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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	175226-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	(\$988,700)	\$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.

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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 T1083464 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. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-05-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HIS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$89,199	\$146,657		\$215,856
2023	074-500585	Community Grants	\$89,900	\$190,658		\$280,518
2024	074-500585	Community Grants	\$21,261	\$45,059		\$66,320
Sub-total			\$180,420	\$382,374		\$562,794

Bridge Street Recovery, LLC		341988-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$136,979	\$166,976		\$303,955
2023	074-500585	Community Grants	\$188,929	\$281,250		\$470,179
2024	074-500585	Community Grants	\$40,498	\$0		\$40,498
Sub-total			\$366,406	\$448,226		\$814,632

Center/Dartmouth Hitchcock Keene		155405-B001		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

CC of Nashua/Greater Nashua Mental Health		154112-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$26,144	\$0		\$26,144
2023	074-500585	Community Grants	\$27,174	\$0		\$27,174
2024	074-500585	Community Grants	\$5,806	\$0		\$5,806
Sub-total			\$59,124	\$0		\$61,124

Dennis Horns		290061-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$62,909	\$281,250	\$344,159		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$119,934	\$375,000	\$494,934		

Families In Transition		157730-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$196,021	(\$52,907)	\$143,114		
2023	074-500585	Community Grants	\$271,691	\$90,992	\$362,683		
2024	074-500585	Community Grants	\$58,108	(\$45,059)	\$13,047		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Grafton City		177397-B003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven HM		275119-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902
2023	074-500585	Community Grants	\$51,320	\$281,250	\$332,570
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965
Sub-total			\$111,437	\$375,000	\$486,437

Manchester Alcohol Rehab Center, Easter Beets, Farnum Center		177204-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$186,941	\$0	\$186,941
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208
Sub-total			\$452,125	\$0	\$452,125

Southeastern NH Alcohol & Drug Abuse Services		155292-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696
Sub-total			\$77,858	\$0	\$77,858
SUB TOTAL GOV COMM			\$2,256,976	\$1,573,226	\$3,830,205

05-05-02-020510-33840000 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	\$146,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,658	(\$190,658)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dartmouth 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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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	\$59,547	\$0	\$59,547
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,442	\$0	\$129,442

Dumas 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$146,657	\$562,094
2023	074-500585	Community Grants	\$575,805	\$190,658	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$382,374	\$1,496,763

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	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	\$55,236	\$0	\$55,236
2023	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,784	\$0	\$108,784
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Fernum 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	074-500585	Community Grants	\$497,996	\$0	\$497,996
2024	074-500585	Community Grants	\$106,407	\$0	\$106,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,350	\$0	\$72,350
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,316	(\$770,535)	\$4,006,776

05-05-02-020510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

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	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

Dimes 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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farmum 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	\$567,800	(\$269,500)	\$328,300
Sub-total			\$2,391,200	(\$988,700)	\$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
SUB TOTAL SOR			\$4,025,625	(\$988,700)	\$3,836,925
Grand Total All			\$11,895,820	(\$192,012)	\$11,473,808

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

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 The Cheshire Medical Center ("the Contractor").

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 modify the scope of services to support continued delivery of these services; and

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:
3.7.1.4. New Hampshire Medicare programs.
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10. Coordination of Care, by adding Paragraph 3.10.13. as follows:
3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
3. Modify Exhibit B, Section 3.16. State Opioid Response (SOR) Grant Standards, to read:
3.16. RESERVED.
4. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:
6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
5. Modify Exhibit B, Section 6, Staffing, Subsection 6.11., to read:
6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.
6. Modify Exhibit B, Section 11, Additional Terms; Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:
11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:
11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.
11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not

be permitted to publicly reference or market the use of anything related to ASAM.

7. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Cheshire Medical Center organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

- 12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.
- 12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 12.1.4. Net Assets to Total Assets:
 - 12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 12.1.5. Total Lines of Credit:
 - 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.
 - 12.1.5.2. The Contractor will report on any new borrowing activities.
 - 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

8. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
11. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

3/3/2022

Date

DocuSigned by:

Katja S. Fox
EC000580M03442

Name: Katja S. Fox

Title: Director

The Cheshire Medical Center

2/15/2022

Date

DocuSigned by:

Katherine Willbarger
D82C240DEF084F4

Name: Katherine Willbarger

Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

3/4/2022

Date

DocuSigned by:
Robyn Guarino
748734244941460

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-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC);
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 individual 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;
 - 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 the Doorway and 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.

**New Hampshire Department of Health and Human Services
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- 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 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:
- 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
- 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
- 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with



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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
- 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
- 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM-5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
- 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
 - 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
 - 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
 - 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
 - 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. 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

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
 - 14.2.1.3.7. Public or private health insurance provider(s), or both;
 - 14.2.1.4. The individual's religious preference, if any;
 - 14.2.1.5. The individual's personal health history;
 - 14.2.1.6. The individual's mental health history;
 - 14.2.1.7. Current medications;
 - 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
 - 14.2.1.9. Signed receipt of notification of individual rights;
 - 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
 - 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
 - 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
 - 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. 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:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. 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.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:
 - 21.1.1. The right of access to treatment including:
 - 21.1.1.1. 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
 - 21.1.1.2. 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
 - 21.1.2. The right to quality treatment including:
 - 21.1.2.1. 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;
 - 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;
 - 21.1.4. 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;
 - 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;
 - 21.1.6. 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;
 - 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 21.1.7.1. Freedom of movement; and
 - 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;



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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19:15, in programs and allowing such practitioners to make

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recommendations to programs regarding the services and treatment provided by the programs;

- 21.1.16. 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:
 - 21.1.16.1. Guardian;
 - 21.1.16.2. Representative;
 - 21.1.16.3. Attorney;
 - 21.1.16.4. Family member;
 - 21.1.16.5. Advocate; or
 - 21.1.16.6. Consultant; and
- 21.1.17. 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.
- 21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.
- 21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.
- 21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:
 - 21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;
 - 21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 21.4.3. The program requests a copy of the guardianship order from the guardian;
 - 21.4.4. The order is kept in the individual's record at the program;
 - 21.4.5. 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;
 - 21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. 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

21.4.10. 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.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. 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.

22.2. 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:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.



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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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- 24.4.4. The program has a mechanism that enables it to:
- 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. 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
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. 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.
- 24.4.6. The program has procedures for:
- 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. 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.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
- 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. 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.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 T1083464.
 - 1.2. 23.10% General funds.
 - 1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-6, Integrated MAT 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-6, Integrated MAT 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, 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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Integrated MAT Budget

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- 5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-3, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-4, Integrated MAT Budget
- 6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-5, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-6, Integrated MAT Budget
- 7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%

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350% - 399%	77%
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- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

- 8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:
 - 8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.
 - 8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.
- 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.
- 8.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.
- 8.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and
 - 8.5.1. If the individual owns a vehicle:

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	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

8.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

- 9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
- 9.3. Ensure backup documentation includes, but is not limited to:
 - 9.3.1. General Ledger showing revenue and expenses for the contract.
 - 9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 9.3.3. Receipts for expenses within the applicable state fiscal year.
 - 9.3.4. Cost center reports.
 - 9.3.5. Profit and loss reports.
 - 9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

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- 9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:
- Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301
12. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
13. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions-Block 1.7 Completion Date.
15. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
16. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
18. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
19. Audits

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- 19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
- 19.1.1. 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.
 - 19.1.2. 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.
 - 19.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 19.2. If Condition A exists, the Contractor shall 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

Contractor Initials

[Handwritten initials]

Date 2/15/2022

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:
 - o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



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to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement), the

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LW



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. Definitions, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

Department of Health and Human Services

Cheshire Medical Center

The State

Name of the Contractor

Katja S. Fox

Katherine Willbarger

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Katherine willbarger

Name of Authorized Representative

Name of Authorized Representative

Director

COO

Title of Authorized Representative

Title of Authorized Representative

3/3/2022

2/15/2022

Date

Date

DS
KW
Contractor Initials

2/15/2022
Date



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

**Exhibit L – Amendment #1
Sample
ASAM END USER LICENSE AGREEMENT**

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

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Lori A. Shilbnette
Commissioner

Katja S. Fox
Director

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

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

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

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

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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DocuSign Envelope ID: 35E64ED9-E359-47FF-A4E9-2BF10561F892

DocuSign Envelope ID: 68F1ECAE-F12A-4807-8D4F-61542326B1BC

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
ACAAS2094125473...

Lori A. Shibinette
Commissioner

05-95-92-920810-33820000 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		334862-B001	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	\$89,961
2024	102-500731	Contracts for Prog Svc	\$21,261
Sub-total			\$180,421

Bridge Street Recovery, LLC		341988-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$138,979
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$368,405

Center/Dartmouth Hitchcock Keene		155405-B001	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	\$59,496
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

CC of Nashua/Greater Nashua
Mental Health

154112-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

Dismas Home

290061-B001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$198,022
2023	102-500731	Contracts for Prog Svc	\$271,691
2024	102-500731	Contracts for Prog Svc	\$58,106
Sub-total			\$525,818

Grafton Cty		177397-8003	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$84,832
2023	102-500731	Contracts for Prog Svc	\$89,395
2024	102-500731	Contracts for Prog Svc	\$14,827
Sub-total			\$148,854

Harbor Care		166574-8001	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

Headrest, Inc.		175228-8001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$26,063
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		275119-8001	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	\$10,865
Sub-total			\$111,437

Manchester Alcohol Rehab Center,
Easter Seals, Farmington Center

177204-B001

PO 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

Southeastern NH Alcohol & Drug
Abuse Services

155292-B001

PO 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	\$38,020
2024	102-500731	Contracts for Prog Svc	\$7,696
Sub-total			\$77,858
SUB TOTAL GOV COMM			\$2,195,857

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
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,858
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,829
Sub-total			\$776,539

**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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

**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	\$91,228
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
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 Cty

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Hoodrosi, 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,
Easter Seals, Famum 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	\$497,998
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

**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	\$16,311
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,853,772

06-98-92-920610-70400000 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 9/29/22.

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

Olsmas 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
SUB TOTAL BOR			\$4,625,825
Grand Total All			<u>\$11,476,254</u>

**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

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dimas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FTI/HNH, Inc.	Grafton 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
Technical												
Qualifications (O1)	50	40	25	47	37	50	50	43	48	50	50	50
Experience (O2)	50	45	25	48	35	45	50	45	50	50	45	48
ASAM (O3)	20	20	11	8	20	15	20	10	20	20	20	20
Knowledge (O4)	20	20	13	5	20	13	20	15	20	20	20	18
Samples (O5) Collaboration & Wraparound (O6)	30	15	7	8	23	21	14	21	12	8	14	8
Staffing Plan (O7)	15	13	13	4	10	12	13	13	13	13	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	203	168
Cost												
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	30	28
Subtotal - Cost	100	88	59	88	88	76	88	93	85	93	95	90
TOTAL POINTS	330	286	178	223	278	256	300	277	289	299	298	258

Reviewer Name	Title
1. Sara Cleveland	
2. Paula Hoffman	
3. Laura Heach	
4.	
5.	

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

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 The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #38C), as amended on March 23, 2022, (Item #35), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 490,666
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B, Scope of Services, Amendment #2, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 44.865%, 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.
 - 1.3. 23.112% General funds.
 - 1.4. 32.023% Other funds (Governor's Commission).

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/21/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

The Community Council of Nashua, NH d/b/a Greater
Nashua Mental Health

11/21/2022

Date

Cynthia L Whitaker

Name: Cynthia L whitaker

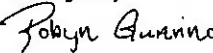
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/21/2022

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:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:
 - 1.1.1. Stopping or reducing substance misuse;
 - 1.1.2. Improving physical and mental health and social function; and
 - 1.1.3. Reducing risk for recurrence of substance misuse.
- 1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)
 - 1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:
 - 1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.
 - 1.2.1.2. Ensure all services:
 - 1.2.1.2.1. Focus on strengths and resilience of individuals and families;
 - 1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;
 - 1.2.1.2.3. Promote person-centered and self-directed approaches to care; and
 - 1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.
- 1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.
- 1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.
- 1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

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2. Population Served

- 2.1. The Contractor shall provide services to individuals who:
 - 2.1.1. Have income below 400% of the Federal Poverty Level;
 - 2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and
 - 2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.
- 2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:
 - 2.2.1. The individuals who are aged 12 years and older; or
 - 2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.
- 2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:
 - 2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or
 - 2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.
- 2.4. The Contractor shall provide services to eligible individuals who:
 - 2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;
 - 2.4.2. Have co-occurring mental health disorders; or
 - 2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;
 - 2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and



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- 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
- 2.5.1.3. Provide interim services 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:
- 2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;
- 2.5.1.3.2. Recovery support services as needed by the individual; or
- 2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.
- 2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. 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.
- 2.5.4. Individuals with substance use and co-occurring mental health disorders;
- 2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;
- 2.5.6. Veterans with SUD;
- 2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and
- 2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

- 3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

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- this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.
- 3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:
- 3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (**ASAM**) **Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:
- 3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;
- 3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and
- 3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.
- 3.1.3.4. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:



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- 3.1.3.4.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;
- 3.1.3.4.2. Coordinate care and meet all requirements for the service provided;
- 3.1.3.4.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and
- 3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:
 - 3.1.4.1. Adolescents and adults do not share the same residency space; and
 - 3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.
- 3.1.5. The Contractor shall provide Family Treatment services in order to enhance family involvement with adolescents including, but not limited to:
 - 3.1.5.1. Evidence-based family therapy and multi-family groups.
 - 3.1.5.2. Engagement of family members in adolescent's treatment.
 - 3.1.5.3. Parenting groups.
- 3.2. Recovery Support Services
 - 3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:
 - 3.2.1.1. Provide individual or group **Intensive Case Management** in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment.
 - 3.2.1.2. Ensure services for adults are available during evening hours; and
 - 3.2.1.3. Provide case management and peer recovery support to adolescents in Outpatient Treatment (OP) and Intensive



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Outpatient Treatment (IOP), including, but not limited to:

- 3.2.1.3.1. Coordinating with schools and juvenile justice programs to encourage adolescents to seek care.
- 3.2.1.3.2. Assisting with reconnections to primary medical care.
- 3.2.1.3.3. Assisting with connections to community-based social services.
- 3.2.1.3.4. Assisting older adolescents with work and/or vocational opportunities.
- 3.2.1.3.5. Coaching and support to engage in SUD treatment and recovery activities.

3.3. Interim Services

- 3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:
 - 3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
 - 3.3.1.2. Referral for HIV or TB treatment services, if necessary.
 - 3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

- 3.4.1.1. The Contractor shall administer, or allow clients to self-administer, rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.
- 3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing at the time of the second session for outpatient services.
- 3.4.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:
 - 3.4.1.3.1. The provision of information;
 - 3.4.1.3.2. Risk assessment; and



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- 3.4.1.3.3. Intervention and risk reduction education.
 - 3.4.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:
 - 3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.
 - 3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.
 - 3.4.1.4.3. Link individuals to medical care and counseling services.
 - 3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:
 - 3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and
 - 3.4.1.5.2. Clearly document the refusal in the individual's file.
 - 3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:
 - 3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and
 - 3.4.1.6.2. Ensure follow-up services were provided as appropriate.
 - 3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 3.4.2. *Tuberculosis*
- 3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the



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following tuberculosis services available to each individual receiving SUD treatment services:

3.4.2.1.1. Counseling with respect to TB.

3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

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

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

3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2.3.3. Providing case management to ensure individuals receive services.

3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.5.1.1. Assess each individual's income prior to admission using the state provided electronic record system fee determination model; and

3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

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- 3.5.2.2. Document each inquiry in the individual's service record using the state approved electronic record system fee determination model; and
- 3.5.2.3. Ensure the individual receiving services signs each updated income assessment.
- 3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:
 - 3.5.3.1. 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:
 - 3.5.3.1.1. Face-to-face, in person;
 - 3.5.3.1.2. Face-to-face, virtually and/or electronically; or
 - 3.5.3.1.3. By telephone.
 - 3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the state provided electronic record system Social Detox Screen, or another Department-approved tool, and document the results in the state provided electronic record system , to determine:
 - 3.5.3.2.1. The probability of eligibility for services under this Agreement; and
 - 3.5.3.2.2. The probability of the individual having a substance use disorder.
 - 3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.
- 3.6. Clinical Evaluation
 - 3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.
 - 3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) sessions for any outpatient levels of care.

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- 3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:
- 3.6.3.1. More than 30 days have passed since the referring provider completed the evaluation;
 - 3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;
 - 3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or
 - 3.6.3.4. An individual presents without a completed evaluation.
- 3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.
- 3.6.5. The Contractor shall ensure the new evaluation is:
- 3.6.5.1. Completed within three (3) sessions for any outpatient level of care, and
 - 3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.
- 3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:
- 3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or
 - 3.6.6.2. 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:
 - 3.6.6.2.1. A service with a lower Intensity ASAM level of care;
 - 3.6.6.2.2. A service with the next available higher intensity ASAM level of care;
 - 3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or



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

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. 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 in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

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

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.1.4. New Hampshire Medicare programs.

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

3.9. Use of Evidence-Based Practices

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

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- 3.9.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:
 - 3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.
 - 3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or
 - 3.9.1.1.3. The service is based on a theoretical perspective that has validated research.
- 3.9.1.2. In accordance with:
 - 3.9.1.2.1. ASAM Criteria;
 - 3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and
 - 3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).
- 3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:
 - 3.9.2.1. Initial contact;
 - 3.9.2.2. Screening;
 - 3.9.2.3. Intake;
 - 3.9.2.4. Initial Clinical Evaluation/Assessment;
 - 3.9.2.5. Admission;
 - 3.9.2.6. On-going treatment services; and
 - 3.9.2.7. Discharge.
- 3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:
 - 3.9.3.1. Initial contact;
 - 3.9.3.2. Screening;
 - 3.9.3.3. Intake;
 - 3.9.3.4. Initial Clinical Evaluation/Assessment;
 - 3.9.3.5. Admission; and
 - 3.9.3.6. On-going treatment services.

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- 3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:
- 3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.
 - 3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:
 - 3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.
 - 3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

- 3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:
- 3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;
 - 3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:
 - 3.10.1.2.1. Specific, clearly defining what shall be done;
 - 3.10.1.2.2. Measurable, including clear criteria for progress and completion;
 - 3.10.1.2.3. Attainable, within the individual's ability to achieve;
 - 3.10.1.2.4. Realistic, the resources are available to the individual;

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- 3.10.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and
- 3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:
- 3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.
- 3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.
- 3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.
- 3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.
- 3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:
- 3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;
- 3.10.3.2. Goals have been met and problems have been resolved; or
- 3.10.3.3. New goals and new problems have been identified.
- 3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:
- 3.10.4.1. Justification for continued treatment at the current level of care;
- 3.10.4.2. Transfer from one level of care to another within the same agency; or
- 3.10.4.3. Discharge from treatment at the agency.
- 3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:
- 3.10.5.1. 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

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the individual to continue working toward treatment goals; or

3.10.5.2. 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; and /or

3.10.5.3. 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.

3.10.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in the state provided electronic record system, or an alternative Electronic Health Record (EHR) approved by the Department.

3.11. Coordination of Care

3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.11.3. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

3.11.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to



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- 3.11.5.1. Ensuring timely admission of individuals to services,
- 3.11.5.2. Completing initial clinical evaluations as needed.
- 3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.
- 3.11.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.
- 3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.
- 3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:
 - 3.11.7.1. NH Division for Children, Youth and Families (DCYF).
 - 3.11.7.2. Probation and parole.
 - 3.11.7.3. Doorways.
- 3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.
- 3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.
- 3.11.10. 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.
- 3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.
- 3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:
 - 3.11.12.1. Addresses all ASAM Dimensions;
 - 3.11.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and



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- 3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.
- 3.12. The Contractor shall discharge an individual from the state provided electronic record system by closing the Episode when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:
- 3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.
- 3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of the state provided electronic record system for each individual at the time of transfer or discharge from the program.
- 3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:
- 3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;
- 3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;
- 3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and
- 3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:
- 3.14.4.1. 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; or
- 3.14.4.2. 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

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plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.14.4.3. 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

3.14.4.4. 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.

3.15. Individual and Group Education

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

3.15.1.1. Substance use disorders.

3.15.1.2. Relapse prevention.

3.15.1.3. Hepatitis C Virus (HCV).

3.15.1.4. Human Immunodeficiency Virus (HIV).

3.15.1.5. Sexually Transmitted Diseases (STDs).

3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.15.1.7. 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.

3.15.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.15.2. 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.

3.15.3. The Contractor shall maintain an outline of each educational session provided.

3.16. Tobacco-Free Environment

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- 3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:
- 3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.
 - 3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.
 - 3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.
 - 3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:
 - 3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;
 - 3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;
 - 3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and
 - 3.16.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.
 - 3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.
- 3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.
- 3.16.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.17. Reserved

4. Web Information Technology System

- 4.1. The Contractor shall use the state provided electronic record system to record contact with individuals within three (3) days following the activity, unless otherwise stated in the guidance document(s). The Contractor shall utilize the



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state provided electronic record system to record all BDAS individual activities, including, but not limited to:

- 4.1.1. Determining individual eligibility.
- 4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.
- 4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.
- 4.1.4. Providing other information as required by the Department.
- 4.2. The Contractor shall provide the individual with the state provided electronic record system Information Acknowledgement and obtain the individual's signature on that format 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 system 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 electronic record system. 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 state provided electronic record system 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 the state provided electronic record system to enter information for non-BDAS individuals if the following conditions apply:
 - 4.5.1. The Department has approved the Contractors' use of the state provided electronic record system for this purpose;
 - 4.5.2. The Contractor utilized the state provided electronic record system prior to September of 2019; and
 - 4.5.3. The Contractor does not have an alternative electronic health record available for use.
- 4.6. The Contractor shall cease utilizing the state provided electronic record system



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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:

- 4.6.1. Individuals receiving BDAS-funded SUD treatment services,
- 4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
- 4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
- 4.7. The Contractor may use their own electronic health record (EHR), in addition to the state provided electronic record system, to record and track other data not collected in the state provided electronic record system, upon approval by the Department and only if the Department has access to the EHR.
- 4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in the state provided electronic record system.
- 4.9. The Contractor shall follow all the instructions and requirements in the most current User Guide, as provided by the Department.
- 4.10. 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.
 - 5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services
 - 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 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.
 - 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 minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:
- 6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
 - 6.1.2. Staffing ratios for the following:
 - 6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors 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 NH Licensed Counselor or Unlicensed Counselor 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 eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.
 - 6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of



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the individuals, and the staff's ability 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. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

- 6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.
- 6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, 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 the following topics, as approved by the Department, prior to beginning their internship:
 - 6.6.1. Ethics;
 - 6.6.2. 12 Core Functions;
 - 6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.6.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

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- 6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:
- 6.8.1. Common areas.
 - 6.8.2. Group rooms.
 - 6.8.3. Classrooms.
- 6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.
- 6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.
- 6.11. The Contractor shall ensure no Licensed Supervisor 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, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:
- 6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
 - 6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:
- 6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 6.13.2. The 12 core functions;
 - 6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.13.4. 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 protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.14. The Contractor shall ensure all Unlicensed Staff complete training ^{or pass the}

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following topics, as approved by the Department, within six (6) months of hire:

- 6.14.1. Ethics;
 - 6.14.2. 12 Core Functions;
 - 6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.14.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.
- 6.15. The Contractor shall provide in-service training to all staff involved in individual care 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:
- 6.15.1. Contract requirements;
 - 6.15.2. Policies and procedures provided by the Department;
 - 6.15.3. Hepatitis C (HCV);
 - 6.15.4. Human immunodeficiency virus (HIV);
 - 6.15.5. Tuberculosis (TB); and
 - 6.15.6. Sexually transmitted diseases (STDs).
- 6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:
- 6.16.1. Advancements in the science and evidence-based practices of the SUD field; and
 - 6.16.2. State and federal laws and rules relating to confidentiality.
- 6.17. 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 which includes dates and topics of training, to the Department, as requested.
- 6.18. The Contractor shall hire the following positions within 90 days of the contract amendment 2 effective date:
- 6.18.1. A minimum of 1.00 FTE Therapist.
 - 6.18.2. A minimum of 1.00 FTE Case Manager.
 - 6.18.3. A minimum of 1.00 FTE Certified Recovery Support Worker (CRSW).
 - 6.18.4. A minimum of .50 FTE Support Specialist.

7. Audit Requirements

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- 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
- 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:
- 7.7.1. The action(s) that shall be taken to correct each deficiency;
 - 7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

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- 7.7.3. The specific steps and time line for implementing the actions above;
- 7.7.4. The plan for monitoring to ensure that the actions above are effective;
and
- 7.7.5. How and when the Contractor shall report to the Department on
progress on implementation and effectiveness

8. Exhibits Incorporated

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

9. Reporting Requirements

- 9.1. The Contractor shall report individual demographic data in the state provided electronic record system for all BDAS funded individuals as specified in the current User Guide.
- 9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in the state provided electronic record system for:
 - 9.2.1. 100% of all individuals at admission.
 - 9.2.2. 100% of all individuals who are discharged.
- 9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in the state provided electronic record system and as specified in the User Guide:
 - 9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;
 - 9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
 - 9.3.4. Treatment completion: Percentage of individuals completing treatment; and
 - 9.3.5. National Outcome Measures (NOMS):

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- 9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.
- 9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
- 9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
- 9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 9.4. The Contractor shall report all other data, as specified in the state provided electronic 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:
 - 9.7.1.1. Abuse;
 - 9.7.1.2. Neglect;
 - 9.7.1.3. Exploitation;
 - 9.7.1.4. Rights violation;
 - 9.7.1.5. Missing person;
 - 9.7.1.6. Medical emergency;
 - 9.7.1.7. Restraint; or
 - 9.7.1.8. Medical error.

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- 9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.
- 9.9. The Contractor shall report critical incidents to other agencies as required by law.
- 9.10. 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.
- 9.11. 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.
- 9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.
- 9.13. The Contractor shall refer to the current User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. 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 vendor performance:

- 10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
- 10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;
- 10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
- 10.1.4. Treatment completion: Percentage of individuals completing treatment; and
- 10.1.5. National Outcome Measures (NOMS): 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:
 - 10.1.5.1. 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 BDAS contracted SUD treatment provider).
 - 10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first



**New Hampshire Department of Health and Human Services
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service.

- 10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.
- 10.2.1. 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.
 - 10.2.2. The Department may identify expectations for active and regular 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.
- 10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:
- 10.3.1. Electronic and in-person individual record reviews.
 - 10.3.2. Site visits.
 - 10.3.3. Training and technical assistance activities.
- 10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.
- 10.5. 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.
- 10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.
- 10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

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10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.2. 11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."

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



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

- 11.3.4.1. Brochures.
- 11.3.4.2. Resource directories.
- 11.3.4.3. Protocols or guidelines.
- 11.3.4.4. Posters.
- 11.3.4.5. Reports.

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

11.4. Operation of Facilities: Compliance with Laws and Regulations

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

11.4.2. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.3. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

- 11.4.3.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;
- 11.4.3.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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not identified as the entity responsible for individual records; and

11.4.3.3. Individual notification processes and procedures for transitioning records.

11.4.4. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.5. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.



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- 11.6.1.2. 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.
- 11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 11.6.1.4. Medical records on each individual who receives services.
- 11.6.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

12. Maintenance of Fiscal Integrity

- 12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program.



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The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Community Council of Nashua NH, d/b/a Greater Nashua Mental Health organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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- 12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.
- 12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 12.1.4. Net Assets to Total Assets:
 - 12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 12.1.5. Total Lines of Credit:
 - 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.
 - 12.1.5.2. The Contractor will report on any new borrowing activities.
 - 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

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 THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. 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: 63050

Certificate Number: 0005752978



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

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 GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 807172

Certificate Number: 0005765726



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Pamela A. Burns, Board Chair, 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 Community Council of Nashua, NH d/b/a Greater Nashua Mental Health
(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 November 21, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

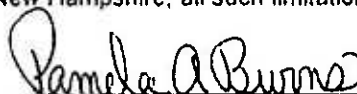
VOTED: That Cynthia L Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health 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: 11/21/2022



Signature of Elected Officer

Name: Pamela A. Burns

Title: Board Chair

Greater Nashua Mental Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2022

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064		CONTACT NAME: Kimberly H. Gutekunst, CIC	
		PHONE (A/C, No., Ext): 603-882-2766	FAX (A/C, No.):
		E-MAIL ADDRESS: kgx@eatonberube.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED The Community Council of Nashua NH, Inc dba Greater Nashua Mental Health 100 West Pearl Street Nashua NH 03060		INSURER A: Scottsdale Insurance Co	
		INSURER B: Concord General Mutual	20672
		INSURER C: Granite State Health Care & Human Services Self In	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 710063700** **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	ADD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OPS158619810	11/12/2022	11/12/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			20038992	11/12/2022	11/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UMS0028391	11/12/2022	11/12/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			HCHS20220000591	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1988			OPS158619810	11/12/2022	11/12/2023	Each Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage: NH; no excluded officers.
NH DHHS is listed as additional insured per written contract

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION 30 days/10 days non-payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wm. L. Berube</i>
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Greater Nashua Mental Health

Mission Statement

Empowering all people to thrive through excellent care, community engagement, and a commitment to innovation and growth.



FINANCIAL STATEMENTS

WITH

FEDERAL REPORTS IN ACCORDANCE WITH THE UNIFORM GUIDANCE

June 30, 2021

(With Comparative Totals for June 30, 2020)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Report on the Financial Statements

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2020 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2021 the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2021 on our consideration of the Organization'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 solely 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 the Organization'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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2021

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Financial Position

June 30, 2021

(With Comparative Totals for June 30, 2020)

	<u>2021</u>	<u>2020</u>
ASSETS		
Cash and cash equivalents	\$ 11,248,237	\$ 6,340,977
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$226,715 in 2021 and \$376,294 in 2020	1,868,512	2,553,814
Investments	2,145,270	1,817,365
Prepaid expenses	282,051	136,015
Property and equipment, net	<u>2,798,099</u>	<u>2,926,418</u>
Total assets	<u>\$ 18,342,169</u>	<u>\$13,774,589</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 221,939	\$ 162,440
Accrued payroll and related activities	1,169,301	1,340,406
Estimated third-party liability	-	18,681
Accrued vacation	483,361	460,543
Deferred revenue	350,466	4,952
Notes payable, net	-	1,384,204
Paycheck Protection Program (PPP) funding	<u>-</u>	<u>2,052,284</u>
Total liabilities	<u>2,225,067</u>	<u>5,423,510</u>
Net assets		
Without donor restrictions		
Undesignated	13,370,028	5,988,607
Board designated	<u>2,418,378</u>	<u>2,086,877</u>
Total without donor restrictions	15,788,406	8,075,484
With donor restrictions	<u>328,696</u>	<u>275,595</u>
Total net assets	<u>16,117,102</u>	<u>8,351,079</u>
Total liabilities and net assets	<u>\$ 18,342,169</u>	<u>\$13,774,589</u>

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2021
(With Comparative Totals for Year Ended June 30, 2020)**

	2021			Total 2020
	Without Donor Restrictions	With Donor Restrictions	Total	
Revenues and support				
Program service fees, net	\$ 18,020,296	\$ -	\$ 18,020,296	\$ 14,376,614
New Hampshire Bureau of Behavioral Health	3,390,523	-	3,390,523	2,766,795
Federal grants	871,173	-	871,173	1,600,936
Rental income	6,943	-	6,943	6,206
Contributions and support	128,695	9,010	137,705	129,139
Paycheck Protection Program (PPP) funding	2,071,084	-	2,071,084	-
Other	1,165,403	-	1,165,403	770,571
Net assets released from restrictions	<u>5,003</u>	<u>(5,003)</u>	<u>-</u>	<u>-</u>
Total revenues and support	<u>25,659,120</u>	<u>4,007</u>	<u>25,663,127</u>	<u>19,650,261</u>
Expenses				
Program services				
Children's and adolescents' services	2,133,451	-	2,133,451	1,840,661
Adult services	5,080,510	-	5,080,510	4,736,607
Older adult services	561,822	-	561,822	471,292
Deaf services	384,316	-	384,316	360,585
Substance abuse disorders	678,873	-	678,873	725,636
Medical services	1,642,608	-	1,642,608	1,530,051
Other programs	<u>2,044,300</u>	<u>-</u>	<u>2,044,300</u>	<u>1,942,359</u>
Total program services	12,525,880	-	12,525,880	11,607,191
General and administrative	5,673,236	-	5,673,236	5,252,649
Development	<u>33,390</u>	<u>-</u>	<u>33,390</u>	<u>37,602</u>
Total expenses	<u>18,232,506</u>	<u>-</u>	<u>18,232,506</u>	<u>16,897,442</u>
Income from operations	<u>7,426,614</u>	<u>4,007</u>	<u>7,430,621</u>	<u>2,752,819</u>
Other income				
Investment return, annual appropriation	40,000	5,003	45,003	45,017
Investment return, net of fees and annual appropriation	(12,629)	(269)	(12,898)	(11,084)
Realized and unrealized gains (losses) on investments	<u>258,937</u>	<u>44,360</u>	<u>303,297</u>	<u>(2,573)</u>
Total other income	<u>286,308</u>	<u>49,094</u>	<u>335,402</u>	<u>31,360</u>
Excess of revenues and support and other income over expenses and change in net assets	7,712,922	53,101	7,766,023	2,784,179
Net assets, beginning of year	<u>8,075,484</u>	<u>275,595</u>	<u>8,351,079</u>	<u>5,566,900</u>
Net assets, end of year	<u>\$ 15,788,406</u>	<u>\$ 328,696</u>	<u>\$ 16,117,102</u>	<u>\$ 8,351,079</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2021

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Revenues and support and other income											
Program service fees, net	\$ 4,233,796	\$ 9,522,825	\$ 1,618,984	\$ 501,317	\$ 353,625	\$ 1,122,688	\$ 667,051	\$ 18,020,286	\$ 10	\$ -	\$ 18,020,296
New Hampshire Bureau of Behavioral Health	147,152	1,477,398	-	298,500	6,510	10,000	1,374,100	3,313,660	76,863	-	3,390,523
Federal grant	230,837	50,000	-	-	-	-	590,336	871,173	-	-	871,173
Rental income	-	-	-	-	-	-	-	-	6,943	-	6,943
Contributions and support	-	-	-	-	-	-	2,000	2,000	-	135,705	137,705
PPP funding	-	-	-	-	-	-	-	-	2,071,084	-	2,071,084
Other	2,776	325,027	5,995	-	426,831	2,970	79,180	842,779	658,026	-	1,500,805
Total revenues and support and other income	\$ 4,614,561	\$ 11,375,250	\$ 1,624,979	\$ 799,817	\$ 786,966	\$ 1,135,658	\$ 2,712,667	\$ 23,049,898	\$ 2,812,926	\$ 135,705	\$ 25,998,529

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2021

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 4,614,561	\$ 11,375,250	\$ 1,624,979	\$ 799,817	\$ 786,966	\$ 1,135,658	\$ 2,712,667	\$ 23,049,898	\$ 2,812,926	\$ 135,705	\$ 25,998,529
Expenses											
Salaries and wages	1,565,712	3,393,299	421,533	264,792	530,173	1,375,673	1,370,264	8,921,446	3,092,947	18,695	12,033,088
Employee benefits	280,969	589,280	61,434	50,075	54,691	152,259	234,414	1,423,122	389,077	3,412	1,815,611
Payroll taxes	124,929	272,832	34,831	20,554	42,410	90,408	109,445	695,409	228,985	1,451	925,845
Substitute staff	-	-	-	-	-	2,962	-	2,962	7,500	-	10,462
Accounting and administrative fees	-	1,585	-	-	-	-	-	1,585	103,787	12	105,384
Legal fees	-	12,452	1,521	-	-	-	-	14,073	33,638	-	47,711
Other professional fees	20,550	13,317	6,029	21,859	23,069	4,759	116,700	206,283	113,368	4,453	324,104
Journals and publications	-	-	-	-	190	-	-	190	577	-	767
Other staff development	3,903	1,413	-	300	2,635	-	2,359	10,610	16,268	-	26,878
Rent	-	-	-	-	-	-	39,000	39,000	-	-	39,000
Mortgage interest	-	-	-	-	-	-	-	-	20,244	-	20,244
Heating costs	-	-	-	-	-	-	-	-	23,509	-	23,509
Other utilities	-	-	-	-	-	-	-	-	87,396	-	87,396
Maintenance and repairs	-	-	-	-	-	-	915	915	134,047	-	134,962
Other occupancy costs	-	-	-	-	-	-	-	-	113,358	-	113,358
Office	15,980	4,157	203	6,977	2,974	3,581	119,665	153,537	424,904	1,334	579,775
Education and Training	540	360	634	270	810	260	6,603	9,477	24,879	-	34,356
Food	-	43	-	-	-	-	-	43	568	-	611
Advertising	-	-	-	-	-	-	1,600	1,600	13,456	-	15,056
Printing	671	1,204	216	54	189	65	2,310	4,709	3,531	2,384	10,624
Communication	9,571	29,866	4,850	3,525	3,159	890	7,136	58,997	179,889	-	238,886
Postage	83	320	-	-	-	-	26	429	9,899	753	11,081
Staff	41,588	63,481	15,516	5,700	457	-	6,101	132,843	4,310	-	137,153
Client services	23,570	131,037	-	546	1,920	-	837	157,910	17,907	-	175,817
Malpractice insurance	-	1,201	-	-	-	-	-	1,201	172,879	-	174,080
Vehicle insurance	-	-	-	-	-	-	-	-	2,197	-	2,197
Property and liability insurance	-	799	-	-	-	-	3,216	4,015	70,870	-	74,885
Other interest	-	-	-	-	-	-	-	-	19,136	-	19,136
Depreciation	41,054	82,436	14,884	9,553	16,127	11,751	22,462	198,267	65,950	293	264,510
Equipment rental	-	99	-	-	-	-	-	99	59,356	-	59,455
Equipment maintenance	-	-	-	111	-	-	-	111	8,204	-	8,315
Membership dues	4,023	-	-	-	-	-	150	4,173	57,218	40	61,431
Other	308	481,329	71	-	69	-	1,097	482,874	173,382	563	656,819
Total expenses before allocation	2,133,451	5,080,510	561,822	384,316	678,873	1,642,608	2,044,300	12,525,880	5,673,236	33,390	18,232,506
General and administrative allocation	804,944	1,795,767	243,299	113,767	170,608	(506,950)	236,046	2,857,481	(2,860,310)	2,829	-
Total expenses	2,938,395	6,876,277	805,121	498,083	849,481	1,135,658	2,280,346	15,383,361	2,812,926	36,219	18,232,506
Change in net assets	\$ 1,676,166	\$ 4,498,973	\$ 819,858	\$ 301,734	\$ (62,515)	\$ -	\$ 432,321	\$ 7,666,537	\$ -	\$ 99,486	\$ 7,766,023

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Cash Flows

**Year Ended June 30, 2021
(With Comparative Totals for Year Ended June 30, 2020)**

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 7,766,023	\$ 2,784,179
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	264,510	272,738
Net realized and unrealized (gains) losses on investments	(303,297)	2,573
Provision for bad debt	949,184	804,899
Loss on disposal of assets	155,387	-
Changes in operating assets and liabilities		
Accounts receivable	(263,882)	(2,031,535)
Prepaid expenses	(146,036)	79,083
Accounts payable and accrued expenses	(22,783)	(370,079)
Accrued payroll and related expenses and vacation	(148,287)	514,408
Estimated third-party liability	(18,681)	18,681
Deferred revenue	345,514	(3,978)
PPP funding	<u>(2,052,284)</u>	<u>2,052,284</u>
Net cash provided by operating activities	<u>6,525,368</u>	<u>2,070,969</u>
Cash flows from investing activities		
Purchases of investments	(1,087,243)	(1,037,608)
Proceeds from the sale of investments	1,062,635	1,071,406
Purchase of property and equipment	<u>(209,296)</u>	<u>(189,631)</u>
Net cash used by investing activities	<u>(233,904)</u>	<u>(155,833)</u>
Cash flows from financing activities		
Principal payments on notes payable	<u>(1,384,204)</u>	<u>(77,134)</u>
Net increase in cash and cash equivalents	4,907,260	3,890,286
Cash and cash equivalents, beginning of year	<u>6,340,977</u>	<u>2,450,691</u>
Cash and cash equivalents, end of year	<u>\$ 11,248,237</u>	<u>\$ 6,340,977</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 82,282</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Older Adult Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. **Summary of Significant Accounting Policies**

Recently Adopted Accounting Pronouncement

In May 2014, the Financial Accounting and Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which identifies a five step core principle guide for organizations to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU and related guidance were adopted by the Organization for the year ended June 30, 2021. Adoption of this ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2020 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Revenue Recognition

Program service fees, net revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of ASU No. 2014-09 and related guidance.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB Accounting Standards Codification (ASC) Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses are allocated based on full time equivalents and program expenses are allocated based on client count.

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2021, minimum threshold levels were waived by the Managed Care Organizations (MCO's) and therefore, management has not recognized a potential repayment for services provided during 2021. During 2020, management was notified by the MCO's that the Organization did not meet the minimum threshold levels for services provided in 2019 and as a result owed the MCO's a total of \$18,681 at June 30, 2020.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2021 and 2020. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 28, 2021, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents available for operations	\$10,646,433	\$ 5,795,870
Accounts receivable, net	<u>1,868,512</u>	<u>2,553,814</u>
Financial assets available to meet general expenditures within one year	<u>\$12,514,945</u>	<u>\$ 8,349,684</u>

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2021. See Note 8.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

**June 30, 2021
(With Comparative Totals for June 30, 2020)**

3. Program Service Fees and Concentrations of Credit Risk

For the years ended June 30, 2021 and 2020, approximately 83% and 80%, respectively, of the revenue and support of the Organization was derived from managed care contracts. As of June 30, 2021 and 2020, accounts receivable due from government grants was approximately 68% and 58%, respectively.

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2021</u>	<u>2020</u>
Common stocks	\$ 889,746	\$ 744,873
Equity mutual funds	291,844	215,908
U.S. Treasury bonds	571,446	503,538
Corporate bonds	269,361	244,045
Corporate bond mutual funds	<u>122,873</u>	<u>109,001</u>
	<u>\$ 2,145,270</u>	<u>\$ 1,817,365</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

<u>2021</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stocks	\$ 889,746	\$ -	\$ 889,746
Equity mutual funds	291,844	-	291,844
U.S. Treasury bonds	571,446	-	571,446
Corporate bonds	-	269,361	269,361
Corporate bond mutual funds	<u>122,873</u>	<u>-</u>	<u>122,873</u>
	<u>\$ 1,875,909</u>	<u>\$ 269,361</u>	<u>\$ 2,145,270</u>
<u>2020</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stocks	\$ 744,873	\$ -	\$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	<u>109,001</u>	<u>-</u>	<u>109,001</u>
	<u>\$ 1,573,320</u>	<u>\$ 244,045</u>	<u>\$ 1,817,365</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

	<u>2021</u>	<u>2020</u>
Land, buildings and improvements	\$ 5,297,124	\$ 5,659,096
Furniture and equipment	314,282	338,588
Computer equipment	285,083	285,083
Software	703,688	706,407
Vehicles	33,191	33,191
Construction in process	<u>277,708</u>	<u>-</u>
	6,911,076	7,022,365
Less accumulated depreciation	<u>(4,112,977)</u>	<u>(4,095,947)</u>
Property and equipment, net	<u>\$ 2,798,099</u>	<u>\$ 2,926,418</u>

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

The Organization has a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2021 and 2020, the Board of Directors approved an appropriation of \$45,003 and \$45,017, respectively, to support current operations.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2021 and 2020.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2021 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 328,696	\$ 328,696
Board-designated endowment funds	<u>2,418,378</u>	<u>-</u>	<u>2,418,378</u>
	<u>\$ 2,418,378</u>	<u>\$ 328,696</u>	<u>\$ 2,747,074</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

**June 30, 2021
(With Comparative Totals for June 30, 2020)**

The changes in endowment net assets for the year ended June 30, 2021 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2020	\$ 2,086,877	\$ 275,595	\$ 2,362,472
Contributions	80,000	9,010	89,010
Investment return	286,498	49,094	335,592
Amount appropriated for expenditure	(40,000)	(5,003)	(45,003)
Appropriated funds not drawn from investments	<u>5,003</u>	<u>-</u>	<u>5,003</u>
Endowment net assets, June 30, 2021	<u>\$ 2,418,378</u>	<u>\$ 328,696</u>	<u>\$ 2,747,074</u>

The endowment net asset composition by type of fund as of June 30, 2020 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 275,595	\$ 275,595
Board-designated endowment funds	<u>2,086,877</u>	<u>-</u>	<u>2,086,877</u>
	<u>\$ 2,086,877</u>	<u>\$ 275,595</u>	<u>\$ 2,362,472</u>

The changes in endowment net assets for the year ended June 30, 2020 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2019	\$ 2,096,406	\$ 274,819	\$ 2,371,225
Investment return	26,622	4,738	31,360
Amount appropriated for expenditure	(41,055)	(3,962)	(45,017)
Appropriated funds not drawn from investments	<u>4,904</u>	<u>-</u>	<u>4,904</u>
Endowment net assets, June 30, 2020	<u>\$ 2,086,877</u>	<u>\$ 275,595</u>	<u>\$ 2,362,472</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

8. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate (3.25% at June 30, 2021). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2021 or 2020. The line of credit agreement has a maturity date of April 30, 2022.

Notes Payable

Notes payable outstanding at June 30, 2020 were repaid in full during 2021.

9. Commitments and Contingencies

Operating Leases

The Organization leases an office facility and various pieces of equipment under operating lease agreements. Expiration dates range from December 2022 to September 2024. Total rent expense charged to operations was approximately \$59,000 in 2021 and \$15,000 in 2020.

Future minimum lease payments are as follows:

2022	\$	97,844
2023		56,538
2024		16,930
2025		<u>4,145</u>
	\$	<u><u>175,457</u></u>

Construction Commitment

In 2021, the Organization commenced build out of the Mobile Crisis Unit. In connection with the build out, the Organization signed a construction contract in the amount of \$520,000, the expected total cost of the build out. At June 30, 2021, total costs incurred under the contract were approximately \$224,000. The Mobile Crisis Unit is expected to be completed during the year ending June 30, 2022.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2021 and 2020. Expenses associated with this plan were \$290,063 and \$282,823 for the years ended June 30, 2021 and 2020, respectively.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2021

(With Comparative Totals for June 30, 2020)

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

During 2020, the Organization received \$2,048,300 under the CARES Act Paycheck Protection Program (PPP). The PPP has specific criteria for eligibility and provides for forgiveness of the funds under this program if the Organization meets certain requirements. In June 2021, the Organization received notice from the Small Business Administration and the lender that its PPP funds were forgiven. The revenue is separately reported in the statement of activities and changes in net assets during the year ended June 30, 2021.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services. The Organization received PRF in the amount of \$149,673 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize the PRF funds included in other revenue in the statement of activities and changes in net assets.

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately \$127,500 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are presented in other revenue in the statements of activities and changes in net assets.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated October 28, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2021



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR THE MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Report on Compliance for the Major Federal Program

We have audited The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health's (the Organization) compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended June 30, 2021. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Opinion on the Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Organization as of and for the year ended June 30, 2021, and have issued our report thereon dated October 28, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance 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 audit 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 U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2021

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2021

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal AL Number</u>	<u>Pass-Through Grantor/Agreement Number</u>	<u>Federal Expenditures</u>
<u>United States Department of Treasury:</u>			
<u>Pass-through:</u>			
<u>New Hampshire Employment Security:</u>			
COVID-19; Coronavirus Relief Fund	21.019		\$ <u>127,500</u>
<u>United States Department of Health and Human Services (HHS):</u>			
<u>Pass-through:</u>			
<u>New Hampshire Department of Health and Human Services:</u>			
Projects for Assistance in Transition from Homelessness (PATH)	93.150	SM016030-14	<u>43,903</u>
COVID-19; Emergency Grants to Address Mental and Substance Use Disorders During COVID- 19	93.665	H79FG000210	<u>19,075</u>
Substance Abuse and Mental Health Services Projects of Regional and National Significance:	93.243		
ProHealth NH		H79SM080245	523,273
State Youth Treatment Implementation		TI080192	<u>100,666</u>
Substance Abuse and Mental Health Services - Projects of Regional and National Significance			<u>623,939</u>
<u>Medicaid Cluster:</u>			
Medical Assistance Program	93.778		<u>130,170</u>
Total HHS			<u>817,087</u>
Total Expenditures of Federal Awards			<u>\$ 944,587</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2021

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) under programs of the federal government for the year ended June 30, 2021. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

2. Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Organization has elected not to use the 10% de minimis indirect cost rate.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Schedule of Findings and Questioned Costs

Year Ended June 30, 2021

Section I. - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	___ yes <u>X</u> no
Significant deficiency(ies) identified not considered to be material weaknesses?	___ yes <u>X</u> none reported
Noncompliance material to financial statements noted?	___ yes <u>X</u> no

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	___ yes <u>X</u> no
Significant deficiency(ies) identified not considered to be material weaknesses?	___ yes <u>X</u> none reported
Type of auditor's report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance?	___ yes <u>X</u> no

Identification of major programs:

<u>AL Number</u>	<u>Name of Federal Program or Cluster</u>
93.243	Substance Abuse and Mental Health Services Projects of Regional and National Significance

Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Auditee qualified as low-risk auditee?	___ yes <u>X</u> no

Section II. - Findings Relating to the Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

None noted

Section III.- Findings and Questioned Costs for Federal Awards

None noted

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH**

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2021

None noted



BOARD OF DIRECTORS (2022)

ROBERT S. AMREIN, ESQ.

PAMELA BURNS - Board Chair

JAMES R. JORDAN - Vice Chair

KAREN LASCELLE, CPA, CVA, CFE – Board Treasurer

LIEUTENANT CHARLES MACGREGOR

REV. THOMAS A. MOSES

ROBYN MOSES-HARNEY

ELIZABETH SHEEHAN

KRISTEN SHEPPARD, LICSW

MARY ANN SOMERVILLE

DIANE VIENNEAU - Board Secretary

**Julie L. Christenson-Collins,
L.I.C.S.W**

Summary of Qualifications:

- Seasoned clinical professional with 15 years supervisory and managerial experience in diverse, fast-paced, and outcomes-driven settings.
- Ability to facilitate and lead effective team initiatives such as the development and implementation of policies and procedures, improved documentation standards, and programming initiatives to achieve targeted outcomes and program goals.
- Promotes use of metrics and outcomes data to strengthen and enhance service quality.

Professional Experience:

Greater Nashua Mental Health, Nashua, New Hampshire

Program Manager, Substance Use Disorder Services and Drug Court **2021 – present**
Oversees fiscal and programmatic operations of GNMH's Substance Use Disorder services program including contract with NHB DAS. Continue coordination of Drug Court program.

Drug Court Coordinator **2016-2021**
Managed multidisciplinary program involving member agencies from local law enforcement, criminal justice, substance use disorder treatment, and peer recovery organizations. Managed grants and contracts with state and federal funders. Developed and coordinated programmatic activities and initiatives to ensure achievement of program goals including the development of training activities and program policies supporting adherence to evidence-based practices. Established data collection procedures and analyzed program outcome data to evaluate progress toward program goals. Engaged team in strategizing and implementing initiatives to improve program quality. Provided oversight of the case management program. Promoted the program and garnered community support through outreach and marketing. Served as Peer Evaluator for other Drug Court Programs in New Hampshire.

Crittendon Women's Union, Brighton, Massachusetts (now known as EMPATH) **2005 -2015**
Director of Residential Services (2012 – 2015)
Managed operations of 58-family congregate emergency shelter facility in accordance with contract requirements, agency mission, and best practices including staff management and development, program operations, policy and procedure development, budget, and contract management. Developed and coordinated activities and initiatives to ensure achievement of contract and program goals including safety and wellbeing of families, permanent housing placement, educational achievement, career advancement, and financial literacy. Collected and analyzed program outcome data to evaluate progress toward program goals and report to funders.

Assistant Director of Case Management for Housing (2011 –

2012) Coordinator of Case Management Services (2005 - 2011)

Member of program management team, responsible for ensuring a safe, healthy program environment and high-quality case management services for up to 58 homeless families living in two congregate facilities. Oversaw and managed a team of seven case managers, including direct supervision of licensed clinical social workers. Developed and coordinated activities and initiatives to ensure achievement of contract and program goals related to case management such as permanent housing placement, educational achievement, career advancement, and financial literacy. Collected and analyzed program outcomes data to evaluate progress toward program goals and report to funders. Provided on-call support to case management and direct care staff for risk management issues. Provided assessment and clinical case management assistance to connect families in need of specialized services such as child welfare services, substance abuse treatment services, and urgent psychiatric and mental health services and collaborated with specialized providers to support families' goals.

Children's Friend and Family Service, Salem, Massachusetts

2003 – 2005

Outpatient Clinician

Provided outpatient therapy to diverse group of individuals and families, with focus on work with adolescents. Conducted initial psychosocial assessments and developed treatment plans. Documented work in accordance with agency and insurance requirements. Engaged family members in therapeutic work with children and adolescents. Collaborated with client's collateral service providers such as teachers, social workers, and psychopharmacology providers as needed.

Education and Licensure:

B.S. Human Service
Studies Cornell University,
Ithaca, NY

Licensed Independent Clinical Social Worker (L.I.C.S.W.) in the State of New Hampshire (license # 2621)

Christina M. Minasian Hunt, PsyD, MLADC

03/18/2019 NH Master Licensed Alcohol and Drug Counselor #1070

04/16/2021 NH Licensed Psychologist #1525

EDUCATION

09/2011– 08/24/2018	Antioch University New England PsyD in Clinical Psychology	Keene, NH
01/2002– 05/2005	Bridgewater State College Bachelor of Science in Psychology, Minor in Forensic Psychology	Bridgewater, MA
09/2001– 12/2001	Assumption College	Worcester, MA

CLINICAL EXPERIENCE

- 10/2021 - Present Substance Use Disorders Services Clinical Coordinator
Greater Nashua Mental Health Nashua, NH
- Provide clinical supervision, administrative duties, and program oversight to the Substance Use Disorders Services and Drug Court Programs
 - Deliver assessment, individual and group treatment, and referrals as needed
 - Participate in weekly staffing meetings to review participants' progress
- 09/2020-10/2021 Drug Court Clinical Coordinator
Greater Nashua Mental Health Nashua, NH
- Provide clinical supervision, administrative duties, and program oversight to the Drug Court Program
 - Deliver assessment, individual and group treatment, and referrals as needed
 - Participate in weekly staffing meetings to review participants' progress
- 09/10/2018-09/2020 Drug Court Therapist & Program Evaluation Specialist
Greater Nashua Mental Health Nashua, NH
- Provide individual and group treatment for participants of the Hillsborough County South Drug Court (HCSDC)
 - Administer screenings for all referrals and make clinical recommendations
 - Participate in staffing meetings to update team on participants' progress
 - Manage data collection for ACES evaluation to determine prevalence of ACES in program and improve outcomes
 - Responsible for collecting, organizing, and reporting data relevant to Nashua's Integrated Delivery Network (IDN)
- 09/2016-08/25/2018 Predoctoral Intern
BHN The Carson Center Westfield, MA
- Provide individual and group therapy in a community mental health center
 - Conduct psychological assessments, cognitive and personality testing, and provide feedback to clients
 - Concentrations: substance use and dual-diagnosis assessment and treatment, trauma assessment and treatment
 - Lead intern cohort in conducting a program evaluation for the DBT program
-

08/2015- 06/2016 Psychometrician Extern
Comprehensive Counseling Connections Bow, NH

- Conduct cognitive and personality assessments for children and adults
- Consult about technology, including web page development, organization, and program development

07/2014-09/10/2019
Substance Abuse Clinician
Greater Nashua Mental Health
Substance Abuse Services Nashua, NH

- Provide individual and IOP services
- Complete insurance authorizations for services
- Conduct LADC evaluations and recommend treatment

08/2013- 06/2014
Practicum Student
Greater Nashua Mental Health
Substance Abuse Services Nashua, NH

- Provide individual and IOP services
- Conduct court-ordered mental health evaluations that include evidence-based assessment tools, diagnostic impressions, and recommendations

06/2012 – 06/2013
Practicum Student
Antioch Psychological Services Center (PSC)
Antioch University New England Keene, NH

- Provide therapy for individuals and groups
- Co-facilitated Cognitive Self Change group for individuals with a history of incarceration and/or probation
- Delivered therapy and coordinated treatment for inmates at Cheshire County House of Corrections (CCHOC)
- Trained in and conducted cognitive and personality assessments

RESEARCH EXPERIENCE

09/2015- Senior Research Assistant
03/2016 Center for Behavioral Health Innovation (BHI)
Antioch University New England Keene, NH

- Coordinate with UMass Lowell (UML) to perform a second iteration of the Community Readiness Assessment (CRA)
- Interview UML faculty, staff, and students using CRA structured interview
- Code and achieve consensus on scoring with student research assistant

- Compose and present report to Garret Lee Smith Team at UML
- 11/2013 – Program Evaluator
- 03/2018 Hillsborough South County Adult Drug Court Nashua, NH
- Function as an evaluation consultant to the drug court development team as they began to establish a new drug court
 - Complete and present fidelity assessment of the HCSDC
- 09/2012 – SAMHSA Garrett Lee Smith Project Coordinator
- 05/2013 Center for Research on Psychological Practices (CROPP)
Antioch University New England Keene, NH
- Functioned as evaluation team member and liaison between CROPP and UMass Lowell (UML)
 - Adapted Community Readiness Assessment (CRA) tool for suicide prevention at UML
 - Conducted and coded a series of CRA interviews with UML campus representatives (from faculty, staff, administration, students, etc.)
 - Co-authored and presented an evaluation report to UML team

PUBLICATIONS & PRESENTATIONS

- 11/20/2019 Adverse Childhood Experiences and Their Unsurprising Place in Drug Court
- Presented at the 2019 New England Association of Drug Court Professionals' annual conference with Cynthia Whitaker, PsyD, MLADC, and Greg Lennox, MA
 - Detailed a pilot study to examine the prevalence of ACEs in the Hillsborough County South Adult Drug Court (HCSDC)
 - Identified that ACEs are more prevalent in the HCSDC than the general population and proposed that this was likely the case across drug courts
 - Provided instruction on provision of ACEs-informed care
- 07/14/2015 Another View – A drug court for Manchester is a good investment
New Hampshire Union Leader
Editorial Submission
- Published an editorial in response to the Manchester county legislation's decision to not fund a drug court .
 - Advocated that drug courts promote public safety, public health, and humanitarian efforts, and are cost effective.
- 03/12/2018 Dissertation: Fidelity Assessment of the Hillsborough South County Drug Court
- Completed a mixed methods fidelity assessment to investigate the court's adherence to the Ten Key Components and Best Practice Standards
 - Implemented Utilization-Focused Evaluation methodology (Patton, 2012)
 - This research is being used by the court to inform their practices as they develop their program.

PROFESSIONAL AFFILIATIONS

05/2019- Present	National Association of Drug and Alcohol Counselors New Hampshire Chapter
03/2019- Present	National Association of Drug Court Professionals
05/2012- 01/2019	American Psychological Association
03/2012 – Present	New Hampshire Psychological Association

Greater Nashua Mental Health
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Julie Christenson-Collins, LICSW	1.0 FTE Director of Substance Use Disorder Services and Integrated Care <i>(effective 11.26.22)</i>	0% (\$81,053)
Christina Minasian Hunt, PsyD, MLADC	1.0 FTE Coordinator of Clinical Services – SUD Services and Drug Court	0% (\$71,999)
Vacant – to be hired	1.0 FTE Coordinator of Substance Use Disorder Services	0% (\$55,600)
Vacant – to be hired	1.0 FTE Therapist, MLADC	100% (\$66,986)
Vacant – to be hired	1.0 FTE Case Manager	100% (\$40,999)
Vacant – to be hired	1.0 FTE CRSW	100% (\$40,829)
Vacant – to be hired	.5 FTE Administrative Support Specialist	100% (\$18,720)



Lori A. Shibette
Commissioner

Katja S. Fox
Director

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

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

March 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	334662-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	\$651,316	\$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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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	175226-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	(\$988,700)	\$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:	\$11,885,920	(\$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.

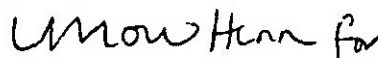
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and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



Lori A. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-03-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHIS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$69,189	\$148,657		\$215,856
2023	074-500585	Community Grants	\$89,900	\$190,658		\$280,618
2024	074-500585	Community Grants	\$21,261	\$45,059		\$66,320
Sub-total			\$180,420	\$382,374		\$562,794

Bridge Street Recovery, LLC		341988-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$136,979	\$186,976		\$303,955
2023	074-500585	Community Grants	\$188,029	\$281,250		\$470,179
2024	074-500585	Community Grants	\$40,498	\$0		\$40,498
Sub-total			\$366,406	\$468,226		\$814,632

Center/Dartmouth Hitchcock, Keene		155405-B001		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

CC of Nashua/Greater Nashua Mental Health		154112-B001		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

Dismas Home		290061-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$82,909	\$281,250	\$364,159		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$139,934	\$375,000	\$404,934		

Families in Transition		157730-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$196,021	(\$52,907)	\$143,114		
2023	074-500585	Community Grants	\$271,691	\$90,592	\$362,283		
2024	074-500585	Community Grants	\$58,106	(\$45,059)	\$13,047		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Grafton City		177397-0003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven Hill		275119-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902
2023	074-500585	Community Grants	\$51,320	\$281,250	\$332,570
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965
Sub-total			\$111,437	\$375,000	\$486,437

Manchester Alcohol Rehab Center, Easter Seals, Farmum Center		177204-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$186,941	\$0	\$186,941
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208
Sub-total			\$452,125	\$0	\$452,125

Southeastern NH Alcohol & Drug Abuse Services		155292-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696
Sub-total			\$77,858	\$0	\$77,858
SUB TOTAL GOV COMIA			\$2,256,979	\$1,573,226	\$3,830,205

05-05-02-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: 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	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$146,857	(\$146,857)	\$0
2023	074-500585	Community Grants	\$190,658	(\$190,658)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$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	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dartmouth 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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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	\$59,647	\$0	\$59,647
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,542	\$0	\$129,542

Dumas 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$148,657	\$562,094
2023	074-500585	Community Grants	\$575,805	\$190,658	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$382,374	\$1,496,763

Grafton City

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$136,976	\$0	\$136,976
2023	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,784	\$0	\$108,784
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	074-500585	Community Grants	\$487,996	\$0	\$487,996
2024	074-500585	Community Grants	\$106,407	\$0	\$106,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,318	(\$76,538)	\$4,006,778

05-95-92-020510-70400000 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 9/20/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$58,800	\$0	\$58,800
2023	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

Darnes 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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	\$597,800	(\$269,500)	\$328,300
Sub-total			\$2,391,200	(\$988,700)	\$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
SUB TOTAL SOR			\$1,825,625	(\$758,700)	\$3,636,925
Grand Total All			\$11,665,920	(\$182,012)	\$11,473,908

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

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 The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #38C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 modify the scope of services to support continued delivery of these services; and

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.8. Assistance Enrolling in Insurance Programs, Paragraph 3.8.1., by adding Subparagraph 3.8.1.4. as follows:
3.8.1.4. New Hampshire Medicare programs.
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11., Coordination of Care, by adding Paragraph 3.11.13 as follows:
3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17., State Opioid Response (SOR) Grant Standards, to read:
3.17. RESERVED
4. Modify Exhibit B, Section 6, Staffing, Paragraph 6.1., Subsection 6.1.1. to read:
6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
5. Modify Exhibit B, Section 6, Staffing, Subsection 6.11., to read:
6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.
6. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:
11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:
11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or

marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

7. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Community Council of Nashua NH, d/b/a Greater Nashua Mental Health organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

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12.1.3. Debt Service Coverage Ratio:

- 12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.
- 12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

- 12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

- 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.
- 12.1.5.2. The Contractor will report on any new borrowing activities.
- 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
8. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
11. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/24/2022

Date

DocuSigned by:
Katja S. Fox
E0B0D05D0A0C3442

Name: Katja S. Fox

Title: Director

The Community Council of Nashua, NH
d/b/a Greater Nashua Mental Health

2/17/2022

Date

DocuSigned by:
Cynthia L. Whitaker
084333A503DB451

Name: Cynthia L. Whitaker

Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/24/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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- 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 individual 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;
 - 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 the Doorway and 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.

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- 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 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:
- 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

**New Hampshire Department of Health and Human Services
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- 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 20 hours of direct contact with individuals receiving services;
 - 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
 - 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
 - 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
 - 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
 - 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
 - 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
 - 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
 - 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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- 13.8.3. 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
- 13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

- 14.1.1. Organized into related sections with entries in chronological order;
- 14.1.2. Easy to read and understand;
- 14.1.3. Complete, containing all the parts;
- 14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;
- 14.1.5. Up-to-date, including notes of most recent contacts; and
- 14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

- 14.2.1.1.1. Name;
- 14.2.1.1.2. Date of birth;
- 14.2.1.1.3. Address;
- 14.2.1.1.4. Telephone number; and
- 14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

- 14.2.1.3.1. Legal guardian;
- 14.2.1.3.2. Representative payee;
- 14.2.1.3.3. Emergency contact;
- 14.2.1.3.4. The person or entity referring the individual for services, as applicable;
- 14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
- 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
- 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
- 15.7.4. Document each medication taken in an individual's medication log, which includes:
- 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
- 15.7.4.2. The date and the time the medication was taken;
- 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
- 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
- 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
- 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:
 - 21.1.1. The right of access to treatment including:
 - 21.1.1.1. 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
 - 21.1.1.2. 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
 - 21.1.2. The right to quality treatment including:
 - 21.1.2.1. 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;
 - 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;
 - 21.1.4. 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;
 - 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;
 - 21.1.6. 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;
 - 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 21.1.7.1. Freedom of movement; and
 - 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;



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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.



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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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EXHIBIT B-1 Amendment #1**

- 24.4.4. The program has a mechanism that enables it to:
 - 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. 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
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. 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.
- 24.4.6. The program has procedures for:
 - 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. 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.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
 - 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. 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.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

**New Hampshire Department of Health and Human Services
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EXHIBIT C – Amendment #1**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 T1083464.
 - 1.2. 23.10% General funds.
 - 1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-6, Integrated MAT 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-6, Integrated MAT 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, 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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Integrated MAT Budget

**New Hampshire Department of Health and Human Services
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EXHIBIT C – Amendment #1**

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-3, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-4, Integrated MAT Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be and retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-5, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-6, Integrated MAT Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
 - 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.
 - 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.
8. Non-Reimbursement for Services
- 8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:
 - 8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.
 - 8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.
 - 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.
 - 8.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.
 - 8.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

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8.5.1. If the individual owns a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

8.5.2. If the individual does not own a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

- 9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
- 9.3. Ensure backup documentation includes, but is not limited to:
 - 9.3.1. General Ledger showing revenue and expenses for the contract.
 - 9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 9.3.3. Receipts for expenses within the applicable state fiscal year.
 - 9.3.4. Cost center reports.
 - 9.3.5. Profit and loss reports.
 - 9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.



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- 9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:
- Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301
12. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
13. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
15. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
16. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
18. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

19.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

19.2. If Condition A exists, the Contractor shall 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.

19.3. 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.

19.4. 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.

19.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

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New Hampshire Department of Health and Human Services

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:
 - o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;



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- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



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to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

Contractor Initials ns
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Date 2/17/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



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Exhibit I – Amendment #1

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

Department of Health and Human Services

The State

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

2/24/2022

Date

Greater Nashua Mental Health

Name of the Contractor

Cynthia L. Whitaker

Signature of Authorized Representative

Cynthia L whitaker

Name of Authorized Representative

President and CEO

Title of Authorized Representative

2/17/2022

Date



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

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

CUW

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

SEP30'21 PM 2:31 RCVD

38C
MAC



Lori A. Shilbette
Commissioner

Katja S. Fox
Director

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

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

September 21, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive** contract with the contractor listed below in an amount not to exceed \$190,666 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective retroactive to September 30, 2021, upon Governor and Council approval through September 29, 2023. 44.842% Federal Funds. 23.10% General Funds. 32.058% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	\$190,666
		Total:	\$190,666

Funds are available in the following accounts for State Fiscal Years 2022, 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

This request is **Retroactive** because the contracting process was not completed in time to place the item on the agenda for the September 29, 2021, Governor and Executive Council meeting. The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health agency policy requires their Board of Directors to vote on and approve all contract actions prior to contract execution. The Contractor was unable to complete this action in time to place the item on the September 29, 2021 Governor and Executive Council agenda.

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.

Approximately 250 individuals will be served through this Contractor over the next 2 years.

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

The Contractor 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 Contractor 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 Contractor will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

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

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

The Department selected 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 12 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents one (1) of the remaining two (2) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The preceding 10 agreements are awaiting approval at the September 29, 2021, Governor and Executive Council meeting.

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.

Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant CFDA #93.959, FAIN # TI083464

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
1CA497904125473...

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)

CC of Nashua/Greater Nashua
Mental Health

154112-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$28,144
2023	102-500731	Contracts for Prog Svc	\$27,174
2024	102-500731	Contracts for Prog Svc	\$5,806
Sub-total			\$61,124
Sub Total GC			\$61,124

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)

CC of Nashua/Greater Nashua
Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$59,647
2023	102-500731	Contracts for Prog Svc	\$57,590
2024	102-500731	Contracts for Prog Svc	\$12,305
Sub-total			\$129,542
Sub-total Clinical			\$129,542
Grand Total All			<u>\$190,666</u>

**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**

	Maximum Points Available	Better Life Partners	Bridge Street Recovery	Cheshire Medical Center	Dismas Home of NH	Easterns NH Forum	Families in Transition	Grafton County	Greater Nashua Mental Health	Harbor Care	Headrest	Hope on Haven Hill	Southeastern NH Alcohol & Drug Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	193	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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	Title
1 Sara Cleveland	
2 Paula Holligan	
3 Laurie Heath	
4	
5	

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

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 Dismas Home of New Hampshire, Inc. ("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), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,303,516
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, Section 3.16. State Opioid Response (SOR) Grant Standards, by adding Subsection 3.16.13., to read:
3.16.13. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
4. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 12.87%, 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..
 - 1.2. 42.531%, 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 H79T1085759, which are only effective from September 30, 2022 through September 29, 2023.
 - 1.3. 6.63% General funds.
 - 1.4. 37.969% Other funds (Governor's Commission).

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/16/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

11/16/2022

Date

Dismas Home of New Hampshire, Inc.
Cheryll Andrews

Name: Cheryll Andrews
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/16/2022

Date

DocuSigned by:
Robyn Guarino
748734814911160
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:

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 DISMAS HOME OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 2014. 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: 719017

Certificate Number: 0005896998



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of November A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Julie McCarthy-Brown, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Dismas Home of New Hampshire, Inc..
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 November 16, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Cheryll Andrews, Executive Director (may list more than one person)

is duly authorized on behalf of Dismas Home of New Hampshire, Inc. to enter into contracts or agreements with the State 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: 11.16.22

Signature of Elected Officer

Name: Julie McCarthy Brown

Title: Chairperson of the Board of Directors



DISMHOM-01

TBRAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2022

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

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

PRODUCER MBI Company Group LLC. 280 State Street North Haven, CT 06473	CONTACT NAME: Theresa Brandon
	PHONE (A/C, No, Ext): (203) 288-3401
	FAX (A/C, No):
	E-MAIL ADDRESS: theresa.brandon@mbi-ins.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Dismas Home of New Hampshire Inc. 102 Fourth Street Manchester, NH 03102	INSURER A: Technology Insurance Company
	INSURER B: AmTrust North America
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			WPP191763501	5/11/2022	5/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			WPP1971650 00	5/11/2022	5/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1820821 03	5/11/2022	5/11/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3586487	5/11/2022	5/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Prof. Liability			WPP191763501	5/11/2022	5/11/2023	Aggregate \$ 3,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street 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
--	--



Mission Statement

Operating since September of 2016, Dismas Home NH is a licensed ASAM 3.1 low intensity treatment program which serves up to 8 residents at a time in a home at 102 Fourth Street, Manchester. Dismas Home serves previously incarcerated women diagnosed with substance use disorder. The 4 phase, treatment program focuses on the physical and mental health of residents and their recovery from substance addictions. The program also offers pathways to education, employment, and housing as they transition back into the community somewhere between 90 days and one year. The statistics show that the stronger the new habits are, the better the chances women have, to be successful long term.

***** THIS IS NOT A FILEABLE COPY *****

IRS e-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

Form 8879-TE

For calendar year 2021, or fiscal year beginning . 2021, and ending . 20

2021

Department of the Treasury Internal Revenue Service

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

Name of filer

DISMAS HOME OF NEW HAMPSHIRE

EIN or SSN

47-2722572

Name and title of officer or person subject to tax PAUL YOUNG PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only.

Table with 2 columns: Line number and description, and Amount. Includes rows for Form 990, Form 990-EZ, Form 1120-POL, Form 990-PF, Form 8868, Form 990-T, Form 4720, Form 5227, Form 5330, and Form 8038-CP.

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) . (EIN) and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete.

PIN: check one box only

I authorize LEONE, MCDONNELL & ROBERTS, P.A. to enter my PIN 03102 ERO firm name

as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

***** THIS IS NOT A FILEABLE COPY *****

Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

02023203894

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature Date 03/24/22

ERO Must Retain This Form - See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Privacy act and Paperwork Reduction Act Notice, see instructions.

Form 8879-TE (2021)

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

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

2021

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection.

A For the 2021 calendar year, or tax year beginning and ending

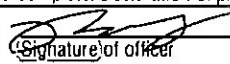
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization DISMAS HOME OF NEW HAMPSHIRE		D Employer identification number 47-2722572
	Doing business as		E Telephone number 6037823004
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 752,577.
	102 FOURTH STREET		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City or town, state or province, country, and ZIP or foreign postal code MANCHESTER, NH 03102		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No	H(c) Group exemption number ▶
F Name and address of principal officer: PAUL YOUNG ONE PUMPKIN CIRCLE, EXETER, NH 03833		I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)() (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
J Website: ▶ WWW.DISMASHOMENH.ORG		L Year of formation: 2015 M State of legal domicile: NH	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: HELPING THE FORMERLY INCARCERATED WITH A SECOND CHANCE FOR A NEW BEGINNING. THE		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	10
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	17
	6 Total number of volunteers (estimate if necessary)	6	24
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	342,771.	535,563.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	73,713.	107,879.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	74.	235.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	21,450.	108,900.
		438,008.	752,577.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	290,740.	377,085.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 66,533.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	117,149.	205,813.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	407,889.	582,898.
19 Revenue less expenses. Subtract line 18 from line 12	30,119.	169,679.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	410,039.	560,852.
	22 Net assets or fund balances. Subtract line 21 from line 20	187,588.	168,722.
		222,451.	392,130.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	▶  (Signature) of officer	Date 4.12.22			
	▶ PAUL YOUNG, PRESIDENT Type or print name and title				
Paid Preparer	Print/Type preparer's name JOHN D. CALLAHAN, JR., CP	Preparer's signature	Date 03/24/22	Check if self-employed <input type="checkbox"/>	PTIN P00447720
	Firm's name ▶ LEONE, MCDONNELL & ROBERTS, P.A.	Firm's EIN ▶ 02-0417217			
Use Only	Firm's address ▶ 61 SOUTH MAIN STREET, PO BOX 1140 WOLFEBORO, NH 03894		Phone no. (603) 569-1953		

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

Part III: Statement of Program Service Accomplishments

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

X

1 Briefly describe the organization's mission:

THE DISMAS HOME OF NEW HAMPSHIRE PROVIDES A SAFE, NURTURING ENVIRONMENT TO FORMERLY INCARCERATED WOMEN. THESE WOMEN OFTEN HAVE NO PLACE TO GO BUT THE STREETS, A CHEAP BOARDING HOUSE OR A LOCATION AND SITUATION THAT CONTRIBUTED TO THE PROBLEMS LEADING TO THEIR

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

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

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

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

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **496,603.** including grants of \$) (Revenue \$ **217,014.**)
IN 2016 THE ORGANIZATION OPENED ITS FIRST HOME LOCATED IN MANCHESTER, NH. THE HOME HOUSES FORMERLY INCARCERATED FEMALES AND ASSISTS WITH THEIR REINTERGRATION INTO THE COMMUNITY.

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

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

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

4e Total program service expenses **496,603.**

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question ID, Question Text, Yes, No. Rows 22-38. Includes questions about grants, compensation, tax-exempt bonds, and business transactions.

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

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

Table with 3 columns: Question ID, Question Text, Yes, No. Rows 1a-1c. Includes questions about Form 1096, Forms W-2G, and backup withholding rules.

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

Table with columns for question number, question text, and Yes/No columns. Includes questions 2a through 17 regarding employee counts, tax returns, business income, foreign accounts, prohibited transactions, and charitable contributions.

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

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

Section A. Governing Body and Management

	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year 1a 10		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
b Enter the number of voting members included on line 1a, above, who are independent 1b 10		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6 Did the organization have members or stockholders?		X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body?	X	
b Each committee with authority to act on behalf of the governing body?	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

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

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

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed **NH**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records **LESLIE CRAIGEN - 603-534-7315**
102 FOURTH STREET, MANCHESTER, NH 03102

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

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

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

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

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

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) CHERYLL ANDREWS EXECUTIVE DIRECTOR	40.00	X		X				67,789.	0.	0.
(2) PAUL A. YOUNG PRESIDENT AND DIRECTOR	0.00	X		X				0.	0.	0.
(3) ANNIKA STANLEY-SMITH VICE PRESIDENT AND DIRECTOR	0.00	X		X				0.	0.	0.
(4) COLLEEN GORDON DIRECTOR	0.00	X						0.	0.	0.
(5) JODI HOYT DIRECTOR	0.00	X						0.	0.	0.
(6) JANICE HALLE DIRECTOR	0.00	X						0.	0.	0.
(7) KENNETH P. BROWN DIRECTOR	0.00	X						0.	0.	0.
(8) JULIE MCCARTHY SECRETARY AND DIRECTOR	0.00	X		X				0.	0.	0.
(9) CHRISTOPHER YOUNG DIRECTOR	0.00	X						0.	0.	0.
(10) MARIETTE YOUNG DIRECTOR	0.00	X						0.	0.	0.
(11) RANDY FOOSE TREASURER AND DIRECTOR	0.00	X		X				0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)										
(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								67,789.	0.	0.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								67,789.	0.	0.

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

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

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

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

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

Part VIII Statement of Revenue

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

		(A)	(B)	(C)	(D)	
		Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	256,422.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	279,141.			
	g Noncash contributions included in lines 1a-1f	1g \$				
	h Total. Add lines 1a-1f		535,563.			
	Program Service Revenue	2 a MEDICAID	Business Code	624100	104,641.	104,641.
b RESIDENT FEES			721310	3,238.	3,238.	
c						
d						
e						
f All other program service revenue						
g Total. Add lines 2a-2f			107,879.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		235.	235.		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	6a	(i) Real (ii) Personal			
		b Less: rental expenses	6b			
		c Rental income or (loss)	6c			
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other			
		b Less: cost or other basis and sales expenses	7b			
		c Gain or (loss)	7c			
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a				
		b Less: direct expenses	8b			
		c Net income or (loss) from fundraising events				
9 a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b				
	c Net income or (loss) from gaming activities					
10 a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b				
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue	11 a FORGIVENESS OF DEBT-PP	Business Code	624100	98,100.	98,100.	
	b OTHER INCOME		624100	10,800.	10,800.	
	c					
	d All other revenue					
	e Total. Add lines 11a-11d		108,900.			
12 Total revenue. See instructions		752,577.	217,014.	0.	0.	

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	348,250.	348,250.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	28,835.	28,835.		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	2,052.		2,052.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	27,109.			27,109.
13 Office expenses	16,158.	11,407.	4,751.	
14 Information technology				
15 Royalties				
16 Occupancy	37,465.	37,465.		
17 Travel	5.	5.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	16,234.	16,234.		
23 Insurance	15,974.	10,502.	5,472.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a FUNDRAISING	23,492.			23,492.
b CONSULTANT	20,014.		4,082.	15,932.
c HOME EXP: MAINTENANCE	9,634.	9,634.		
d OTHER	8,142.	8,142.		
e All other expenses	29,534.	26,129.	3,405.	
25 Total functional expenses. Add lines 1 through 24e	582,898.	496,603.	19,762.	66,533.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

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

		(A) Beginning of year		(B) End of year	
Assets	1	Cash - non-interest-bearing	290,698.	1	300,950.
	2	Savings and temporary cash investments	10,000.	2	10,085.
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	522.	4	148,486.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	5,496.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 161,300.		
	b	Less: accumulated depreciation	10b 65,465.	10c	95,835.
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
16	Total assets. Add lines 1 through 15 (must equal line 33)	410,039.	16	560,852.	
Liabilities	17	Accounts payable and accrued expenses	6,409.	17	24,893.
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties	180,800.	24	138,500.
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	379.	25	5,329.
	26	Total liabilities. Add lines 17 through 25	187,588.	26	168,722.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.				
	27	Net assets without donor restrictions	222,451.	27	387,015.
	28	Net assets with donor restrictions		28	5,115.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
32	Total net assets or fund balances	222,451.	32	392,130.	
33	Total liabilities and net assets/fund balances	410,039.	33	560,852.	

Form 990 (2021)

Part XI Reconciliation of Net Assets

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	752,577.
2	Total expenses (must equal Part IX, column (A), line 25)	2	582,898.
3	Revenue less expenses. Subtract line 2 from line 1	3	169,679.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	222,451.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	392,130.

Part XII Financial Statements and Reporting

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

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Form 990 (2021)

SCHEDULE A
(Form 990)

Public Charity Status and Public Support

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization **DISMAS HOME OF NEW HAMPSHIRE** Employer identification number **47-2722572**

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

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

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

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

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	179,124.	239,355.	239,228.	343,602.	535,563.	1536872.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	179,124.	239,355.	239,228.	343,602.	535,563.	1536872.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						1536872.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4	179,124.	239,355.	239,228.	343,602.	535,563.	1536872.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	68.	25.	29.	74.	235.	431.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)		1,369.		21,450.		22,819.
11 Total support. Add lines 7 through 10						1560122.
12 Gross receipts from related activities, etc. (see instructions)					12	310,065.
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here	<input type="checkbox"/>					

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	98.51	%
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	96.09	%
16a 33 1/3% support test - 2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input checked="" type="checkbox"/>		
b 33 1/3% support test - 2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
17a 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
b 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	<input type="checkbox"/>		

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

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2017, (b) 2018, (c) 2019, (d) 2020, (e) 2021, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total. Add lines 1 through 5; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons; 8 Public support. (Subtract line 7c from line 6.)

Section B. Total Support

Table with 7 columns: (a) 2017, (b) 2018, (c) 2019, (d) 2020, (e) 2021, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 10b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities not included on line 10b; 12 Other income. Do not include gain or loss from the sale of capital assets; 13 Total support. (Add lines 9, 10c, 11, and 12.)

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Row 15: Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f)) 15%. Row 16: Public support percentage from 2020 Schedule A, Part III, line 15 18%.

Section D. Computation of Investment Income Percentage

Table with 2 columns: Line number, Percentage. Row 17: Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f)) 17%. Row 18: Investment income percentage from 2020 Schedule A, Part III, line 17 18%.

19a 33 1/3% support tests - 2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization. 19b 33 1/3% support tests - 2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization. 20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

Part IV Supporting Organizations

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

Section A. All Supporting Organizations

Table with 3 columns: Question, Yes, No. Rows include questions 1 through 10b regarding supported organizations, such as 'Are all of the organization's supported organizations listed by name...', 'Did the organization have any supported organization that does not have an IRS determination of status...', etc.

Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? Sub-rows 11a, 11b, 11c.

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization?

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

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

Section E. Type III Functionally Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions). Sub-rows a, b, c. Row 2: Activities Test. Answer lines 2a and 2b below. Sub-rows a, b. Row 3: Parent of Supported Organizations. Answer lines 3a and 3b below. Sub-rows a, b.

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

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

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2021		
a	From 2016		
b	From 2017		
c	From 2018		
d	From 2019		
e	From 2020		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2021 distributable amount		
i	Carryover from 2016 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2021 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2021 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2022. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2017		
b	Excess from 2018		
c	Excess from 2019		
d	Excess from 2020		
e	Excess from 2021		

Part VI

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

Multiple horizontal lines for supplemental information.

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

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

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

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

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

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year (2a Total number of conservation easements, 2b Total acreage restricted by conservation easements, 2c Number of conservation easements on a certified historic structure included in (a), 2d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register), 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? (Yes/No), 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? (Yes/No), 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

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

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

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

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2021

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

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

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

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

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

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

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment _____ %
 - c Term endowment _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|--------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		89,525.	26,207.	63,318.
c Leasehold improvements				
d Equipment		15,735.	15,735.	0.
e Other		56,040.	23,523.	32,517.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				95,835.

Part VII Investments - Other Securities.

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

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely held equity interests, (3) Other, (A) through (H), and Total.

Part VIII Investments - Program Related.

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

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows include (1) through (9) and Total.

Part IX Other Assets.

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

Table with 2 columns: (a) Description, (b) Book value. Rows include (1) through (9) and Total.

Part X Other Liabilities.

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

Table with 2 columns: (a) Description of liability, (b) Book value. Rows include 1. (1) Federal income taxes, (2) OTHER, (3) through (9), and Total.

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

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

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

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include line numbers and amounts. Row 1: Total revenue, gains, and other support per audited financial statements. Row 2: Amounts included on line 1 but not on Form 990, Part VIII, line 12.

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

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

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include line numbers and amounts. Row 1: Total expenses and losses per audited financial statements. Row 2: Amounts included on line 1 but not on Form 990, Part IX, line 25.

Part XIII Supplemental Information.

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

Multiple horizontal lines provided for entering supplemental information.

SCHEDULE O
(Form 990)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

2021

Open to Public
Inspection

Department of the Treasury
Internal Revenue Service

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

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

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

ORGANIZATION OPERATES A HOME IN MANCHESTER, NH WHERE FORMERLY
INCARCERATED WOMEN CAN LIVE AFTER LEAVING PRISON FOR A PERIOD OF TIME
AS THEY TRANSITION BACK INTO SOCIETY.

FORM 990, PART I, LINE 6

THE ORGANIZATION RELIES HEAVILY ON VOLUNTEER SERVICE. VOLUNTEERS HAVE
PERFORMED A VARIETY OF SERVICES INCLUDING ASSISTING IN HOME
RENOVATIONS, COMMUNITY OUTREACH, OFFICE AND OTHER HOME RELATED
SERVICES.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

INCARCERATION.

FORM 990, PART VI, SECTION B, LINE 11B:

THE 990 WAS REVIEWED IN ITS ENTIRETY BY THE BOARD OF DIRECTORS AT A
REGULARLY SCHEDULED MONTHLY MEETING. FEEDBACK WAS PROVIDED BY THE
DIRECTORS AND INCORPORATED INTO THE FINAL FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION MONITORS COMPLIANCE WITH THE CONFLICT OF INTEREST POLICY
BY WAY OF DIRECT DISCUSSION OF THE POLICY AND ANY RELATED CONFLICTS AT
REGULARLY HELD MEETINGS OF THE BOARD OF DIRECTORS.

FORM 990, PART VI, SECTION B, LINE 15:

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) 2021

Name of the organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
--	--

THE EXECUTIVE DIRECTOR WORKS TOGETHER WITH THE CLINICAL DIRECTOR TO DETERMINE THE CANDIDATES CHOSEN AND THE EXECUTIVE DIRECTOR APPROVES THE FINAL DECISION ON NEW HIRES. THE BOARD OF DIRECTORS APPROVES THE FINAL JOB DESCRIPTIONS.

FORM 990, PART VI, SECTION C, LINE 19:

ALL GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE GENERAL PUBLIC UPON REQUEST.

2021 DEPRECIATION AND AMORTIZATION REPORT

FORM 990 PAGE 10

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Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	BUILDINGS														
1	RENOVATIONS	10/19/16	SL	15.00		16	21,681.				21,681.	15,266.		1,445.	16,711.
2	ELECTRICAL UPGRADES	04/20/16	SL	15.00		16	1,500.				1,500.	1,081.		100.	1,181.
4	INTERIOR PAINTING	09/21/16	SL	15.00		16	.967.				967.	688.		64.	752.
5	KITCHEN REMODEL	06/28/16	SL	15.00		16	6,108.				6,108.	4,402.		407.	4,809.
6	SECURITY DOOR LOCKS	09/15/16	SL	15.00		16	3,394.				3,394.	2,417.		226.	2,643.
8	FIRE SUPPRESSION SYSTEM	11/03/16	200DB	7.00		HY17	2,400.				2,400.	2,324.		76.	2,400.
10	BOILER	11/02/17	200DB	7.00		HY17	8,400.				8,400.	5,132.		750.	5,882.
11	SECURITY SYSTEM	09/08/17	200DB	7.00		HY17	6,790.				6,790.	4,496.		606.	5,102.
12	WINDOWS	05/19/17	SL	15.00		16	3,025.				3,025.	732.		202.	934.
13	ROOF	10/13/17	SL	39.00		MM16	9,248.				9,248.	761.		237.	998.
22	BOILER	06/30/20	SL	7.00		16	99.				99.	7.		14.	21.
24	HOME RENOVATION	06/30/20	SL	15.00		16	45,000.				45,000.	1,500.		3,000.	4,500.
	* 990 PAGE 10 TOTAL BUILDINGS						108,612.				108,612.	38,806.		7,127.	45,933.
	TRANSPORTATION EQUIPMENT														
16	VAN	10/20/16	200DB	5.00		HY17	15,735.				15,735.	15,735.		0.	15,735.
	* 990 PAGE 10 TOTAL TRANSPORTATION EQUIPMENT						15,735.				15,735.	15,735.		0.	15,735.
	BUILDINGS														

2021 DEPRECIATION AND AMORTIZATION REPORT

FORM 990 PAGE 10

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Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
3	FIRE ALARM	11/11/16	200DB	7.00		HY17	6,213.				6,213.	6,016.		197.	6,213.
9	FIRE ALARM UPDATES	12/01/17	200DB	7.00		HY17	9,163.				9,163.	5,599.		818.	6,417.
15	FIRE ALARM UPGRADES	11/01/18	200DB	7.00		HY17	1,909.				1,909.	1,909.		0.	1,909.
18	FIRE ALARM	06/30/19	SL	7.00		16	9,448.				9,448.	2,025.		1,350.	3,375.
21	FIRE ALARM	06/30/20	SL	7.00		16	1,988.				1,988.	142.		284.	426.
	* 990 PAGE 10 TOTAL BUILDINGS						28,721.				28,721.	15,691.		2,649.	18,340.
	* 990 PAGE 10 TOTAL - BUILDINGS						153,068.				153,068.	70,232.		9,776.	80,008.
7	FURNITURE	08/23/16	200DB	7.00		HY17	175.				175.	175.		0.	175.
14	FURNITURE	09/01/17	200DB	7.00		HY17	617.				617.	409.		55.	464.
19	FURNITURE	06/30/19	SL	7.00		16	1,019.				1,019.	219.		146.	365.
23	FURNITURE	06/30/20	SL	7.00		16	2,276.				2,276.	163.		325.	488.
	* 990 PAGE 10 TOTAL BUILDINGS						4,087.				4,087.	966.		526.	1,492.
	* 990 PAGE 10 TOTAL - BUILDINGS						4,087.				4,087.	966.		526.	1,492.
17	INTERIOR DECORATING	11/01/18	SL	7.00		16	465.				465.	132.		66.	198.
20	INTERIOR DECORATING	06/30/19	SL	7.00		16	431.				431.	93.		62.	155.
	* 990 PAGE 10 TOTAL BUILDINGS						896.				896.	225.		128.	353.

2021 DEPRECIATION AND AMORTIZATION REPORT

FORM 990 PAGE 10

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Asset No.	Description	Date Acquired	Method	Life	CC	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	* 990 PAGE 10 TOTAL -						896.				896.	225.		128.	353.
	* GRAND TOTAL 990 PAGE 10 DEPR						158,051.				158,051.	71,423.		10,430.	81,853.



Dismas Home

NEW HAMPSHIRE

2022 Board Directory

Name	Role	Email	Phone	Address
Brown, Ken	Vice-Chair	[REDACTED]	[REDACTED]	[REDACTED]
Foose, Randy	Treasurer	[REDACTED]	[REDACTED]	[REDACTED]
Halle, Janice	Director	[REDACTED]	[REDACTED]	[REDACTED]
Hoyt, Jodi	Director	[REDACTED]	[REDACTED]	[REDACTED]
Hutchings, Madeline	Director	[REDACTED]	[REDACTED]	[REDACTED]
McCarthy- Brown, Julie	Co-Chair	[REDACTED]	[REDACTED]	[REDACTED]
McGarry, Carol	Director	[REDACTED]	[REDACTED]	[REDACTED]
Schriever, Darren	Director	[REDACTED]	[REDACTED]	[REDACTED]
Young, Chris	Director	[REDACTED]	[REDACTED]	[REDACTED]
Young, Mariette	Secretary	[REDACTED]	[REDACTED]	[REDACTED]

Cheryll Andrews

Executive Director

SUMMARY

I am an accomplished fundraising professional with more than 20 years of relationship building experience. Combine these skills with creativity, passion, and a vision for the future, and you have a natural fit for an Executive Director.

Key Skills

Relationship Building
Major Gifts Development
Volunteer Management
Collaborative Partner
Creative Strategic Thinking
Project Management
Budget Planning

EXPERIENCE

1/2018- 5/2020:

Executive Director • Management • Great Waters Music

Responsibility: Manage the organization to implement the strategic direction approved by the board of directors.

Major Accomplishments:

Doubled the size of the board of directors from 7 to 14. Increased revenue by 108% from 2018 to 2019. Built and implemented a strategic plan that resulted in the launch of a \$1,000,000 Capital Campaign and raised 38% in the first 4 months (November 2019-February 2020 before Covid 19). Maintained a high donor retention rate. Increased the number of major gifts each year by 50%. Introduced several digital fundraising initiatives such as NH Gives, Giving Tuesday and a year-end email campaign. Implemented an annual Gala which raised more than \$100K in 2019. Participated on the negotiating team for the "Concerts in the Clouds" partnership. Presented a total of 19 live music concerts, including Rhiannon Giddens, Chris Thomas King, Steep Canyon Rangers, The Hot Sardines, and the Lobbyists.

5/2012-8/2017:

Go Red For Women Director • Development

American Heart Association

Responsibility: Manage annual campaign, Manchester and Boston

Major Accomplishments:

Increased the number of Circle of Red members by 300% (major giving society). Planned and implemented fundraising events for up to 500 guests in multiple metro-markets. Managed a volunteer committee of 10-15 community leaders. Constructed the "largest red dress" on record as a fundraising promotion.

10/2008-4/2012:

Senior Account Executive • Sales • Cumulus Media- WOKQ

Responsibility: Manage and grow client list of clients (100+)

Major Accomplishments: Increased active billing by more than 50% in the first year. Regularly reached and exceeded monthly billing/sales goals. Recorded the highest billing month on record for the northern territory.

Colleen Gordon

Senior Director of Business Operations and Development

Organize & Focus Operations Around A True Mission for Maximum Impact

Hands-on professional with fundamental skills to drive success. High-achieving administrative manager driven to increase productivity through efficiency, team cohesion, product delivery and lifelong learning. Keep executives organized through setting clear expectations, empowering the team, facilitating strong communication, artful articulation and the ability to display grace under pressure. Exemplify leadership, both independently and in a team environment.

Skills

- Business Operations Management
- Finance & Accounting Operations
- Communication Skills
- C-Suite Level Personal Assistant Support
- Conflict Resolution
- Business Systems Management
- Time Management
- Multitasking Abilities
- Training & Development
- Team Building: Innovative Strategic Planning

Professional Experience

Mount Prospect Academy-Becket Family of Services

November 2021 to Present

Administrative & Quality Assurance Manager

Provide administrative support to the Clinical Operations Directors and the administrative team. Supports the overall functioning of the offices in the development and maintenance of quality assurance systems, data, and clerical support.

Manage and support administrative processes relating to quality assurance and enhancement.

Review clinical files for regulatory compliance and quality assurance

Audit Discharge Binders during the final review

Assist, when needed, with census tracking (new, discharged, transitioned, and update data)

Supports Clinical Director and supervisors in projects and development of systems, maintaining and creating program data as needed

Colleen Gordon

Page Two

Supervise four to five Administrative Assistants, including providing weekly check in meetings, regular evaluations, time & attendance management, training, and coaching to ensure optimal office functioning,

Delegate to Administrative Assistant as appropriate

Supports other administrative faculty and staff; helping in streamlining of work processes and training as needed

Develops and maintains new quality assurance measures and procedures

Attends strategic planning meetings, staff meetings and administrative meetings providing updates and input

Updates procedure documents as they pertain to compliance, documentation, and data management

Troubleshoot and maintains computer tracking system(s) including but not limited to KaleidaCare, SharePoint, and Paycor

Regularly inspects and monitors Office Safety Compliance for Plymouth, Rochester, Keene, and Nashua Offices

HIPPA Liaison Team Member: attends quarterly meetings, updates staff, and submits any PHI related incident reports

AMERICAN HEART ASSOCIATION, Remote

2006 to 2019

Senior Director Business Operations & Development

Planned and monitored day-to-day operations. Safeguarded and augmented efficiency of operations to facilitate accelerating development and long-term success. Supervised and mentored Director(s) Operations and supported staff, providing constructive feedback. Maintained judgement, discretion and confidentiality. Evaluated efficiency of business procedures according to organization objectives and applied improvements.

Managed team of 8 - 15 Field Support Directors, ensuring KPIs were in place and targets were met for over 50 events: luncheons, GALA's, Heart Walks, and leadership meetings.

Created how-to procedures, database, and policies for recruiting, managing and retaining volunteers to assist in targeted recruitment of volunteers needed to provide support for events.

Streamlined HR efficiencies as liaison to Human Resources department. Hired new employees, coordinated orientations and provided training for new employees.

Provided mid-year / year-end performance reviews, disciplinary actions and employee development 8 - 15 staff, ensuring maximum performance while guiding staff, offering feedback and corrective action.

Liaised between SVP and multiple business divisions, improving communication through assessment of KPIs and regular review to ensure KPIs were achieved.

Cross-trained staff at multiple levels (Sales Directors, Field Support, Executive Directors), improving data integrity and management while working in many systems such as Enterprise One, Dynamics CRM, Microsoft Office, and event-based systems.

Colleen Gordon

Page Three

AMERICAN HEART ASSOCIATION (Continued)

Assessed and planned for department changes by providing systematic approach to addressing issues and managing change successfully as a leader.

Collaborated with department managers to assess needs associated with event management, finance operations and sales strategies, ensuring a sense of unity and teamwork and enhancing the efficiency and productivity of the departments.

Trained, coached and mentored staff, ensuring smooth adoption of new systems, policies and programs.

Managed and executed business plan and communicated company vision and objectives to motivate teams through setting support priorities, focusing available resources and follow through to strengthen day-to-day operations.

Reduced budgetary expenditures by effectively negotiating contracts for more advantageous terms.

Supported regulatory compliance by overseeing all audits to verify protocol adherence and top-level decision-making and strategy planning, forging productive relationships with top leaders and serving as key advocate for various personnel issues, ensuring the utmost confidentiality.

Implemented CRM team to guarantee operational quality and team efficiency procedures.

Managed, trained and motivated Business Operation Directors and Field Support Coordinators to continuously improve knowledge and abilities in areas of operations such as budgeting, materials procurement, and data management.

Education

Bachelor of Business Administration (BBA), Business Administration and Management, Minor: Psychology, Rivier University, Nashua, NH, Expected 06/2021

Technical Skills

Microsoft Office to include Excel, Microsoft Word, PowerPoint and Outlook, Skype, One Drive, Dynamics CRM, Greater Giving, Blackbaud, CANVA, Enterprise One (Payable / Receivable), PeopleSoft, Sharepoint.

Professional Affiliations

Rivier University, American Society of Administrative Professionals

Volunteerism

- Great Waters Music Festival, Wolfeboro, NH
- Andy Blacksmith's Ride For Life, Seacoast Harley-Davidson

Leslie P Craigen, MHA

PROFESSIONAL SUMMARY

- Senior Business Finance Analyst experienced in Financial Planning & Analysis, Budgeting, multi-year forecasting, business operations and modeling, database reporting and project management
- Supported CFO, VPs of Operations and Executive Directors and provided solutions for negative budget variances ensuring year over year EBITDA growth and adherence to GAAP and SOX
- Effectively dissected and explained complex financial and operational processes to all levels of operations

PROFESSIONAL SUCCESSES

- Successfully negotiated rate relief for five nursing centers in CT yielding an additional 9.3% in Medicaid revenues over 5 years
- Negotiated six Out-of-State Medicaid contracts for four nursing centers, thereby increasing referrals and revenues
- Played an instrumental role in the passage of Provider Tax Legislation in the states of CT & NH
- Identified and effectively disputed a Forecasting error related to a large acquisition saving the company over \$4.2M
- Achieved a 45% reduction in Accounts Receivable Days Sales Outstanding (DSO) across 12 nursing centers

EDUCATION

University of New Hampshire

- Masters of Health Administration 2000
- Bachelors of Health Management and Policy 1995

PROFESSIONAL EXPERIENCE

NEW HAMPSHIRE CHILDREN'S HEALTH FOUNDATION

Nov 2017 – current

Finance & Administration Manager

- Staff Finance & Investment Committee with Board members, working in conjunction with outside investment counsel to manage the Foundation's endowment, financial policies & procedures, Risk Management, and Investment Policy Statement
- Prepares all financial reporting for the Foundation staff, Board and external auditors, state and federal
- Reviews all Grant applicants' financials, tracks grant expenditures and ensures compliance with grant reporting

KINDRED HEALTHCARE

1998 – Oct 2017

Kindred at Home

Executive Director

Dec 2016 – Oct 2017

- Responsible for the complete operation of a home health agency providing SN, PT, OT, ST, HHA and MSW services to an average caseload of 180 clients in York County, Maine
- Ensure compliance with company P&P, state and federal regulations, all HR and financial processing while maintaining a healthy profit margin (20.7% over budget and 18.1% growth over prior year EBITDA)

Kindred Healthcare

Division Operational Analyst

Nov 2011 – Nov 2016

- Responsible for 23 Skilled Nursing Facilities, 3 Subacute Units and 7 Assisted Living Facilities across multiple states: GA, KY, MA, ME, NC, OH, VA, TN & TX
- Prepared Annual Budgets for a \$1.2B annual revenue Fortune 500 long term care company
- Responsible for complete budget process from census development, reimbursement & expense trend analysis to the creation of staffing models
- Directed weekly and month end close ensuring accuracy of statements and adherence to GAAP standards

- Provided Operational Variance Analysis and assisted leadership to implement mitigation plans
- Maintained Financial Projections, monitored performance, and executed solutions for improvement
- Monitored key business metrics to identify risks and opportunities
- Provided cash flow analysis and ROI for capital projects and new business ventures
- Provided Financial Training for Executive Leadership, Nursing Home Administrators and Directors of Nursing focused on bottom line achievement while fostering an environment of advancement
- Continually updated P&P to ensure maximum efficiencies and regulatory compliance were achieved

Regional Manager of Operational Reimbursement

Jun 2004 – Oct 2011

- Served as liaison with state healthcare organizations and State Department of Health and Human Services in nine states: CT, MA, ME, NC, NH, PA, RI, VA & VT to continually keep abreast of proposed changes to reimbursement methodologies and program implementations impacting reimbursement
- Participated on committees of state healthcare organizations within all nine states; Reimbursement Committee, Payment for Services Committees, and Government Relations Committees
- Prepared detailed multi-year Medicaid revenue (\$400M) forecasts for 95 centers across nine states
- Articulated to Executive Leadership implications of proposed legislation
- Trained operations and clinical personnel in Medicare and Medicaid reimbursement principles, revenue recognition, accurate expense coding, allocations and statistical analysis
- Worked with various reimbursement methodologies and assisted with cost report submissions across nine states to ensure revenue maximization
- Developed grassroots government relations programs in nine states and initiated political outreach activities as needed to support/extinguish proposed legislation
- Educated state legislators on impact of proposed state budgets on businesses and the workforce in their district
- Worked with Managed Care Department to analyze and cost out proposed reimbursement structure including care levels, per diems, exclusions, and add-ons
- Managed adjudication/payment audits and communication with states and/or legal counsel as needed

Regional Financial Analyst

Jan 2001 – May 2004

- Responsible for 34 Skilled Nursing Facilities across multiple states: CT, MA, ME, NH, PA, RI & VT
- Prepared annual budgets for centers and provided monthly budget variance analysis
- Created multi-year proformas and provided impact analysis of new business ventures/opportunities
- Provided constructive input and direction regarding staffing, cost controls and operational planning
- Experienced with acquisition and divestiture forecast analysis and system/operations conversation
- Accountable for oversight of Revenue Cycle Management across multiple centers to include accurate billing and timely reimbursement
- Ensured compliance with GAAP, Sarbanes-Oxley and HIPPA through training and monitoring of segregation of duties, information systems access and adherence to policies and procedures

District Director of Finance

Feb 1998 – Dec 2000

- Oversaw 60+ business office staff (AR, AP, Payroll & HR) at twelve nursing centers across three states (MA, NH & VT)
- Prepared annual budgets and performed monthly variance analysis
- Responsible for Revenue Cycle Management

OLSTEN KIMBERLY QUALITY CARE

Business Office Manager & Medical Records

Aug 1995 - Jan 1998

- Responsible for Medical Records and oversight of payroll, billing and client scheduling departments
- Serviced the entire state of New Hampshire with a special focus on terminally ill children and Hospice

PERSONAL AFFILIATIONS

- Girls at Work, Inc
Finance Manager 2018 – Present
- Barrington Soccer Club, LLC
Treasurer 2018 – Present
- SAU 74 Barrington, NH
Chair of School Board Budget Committee 2011 – Present



Dismas Home
NEW HAMPSHIRE

Dismas Home of New Hampshire, Inc.
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Cheryll Andrews	Executive Director	40,000 (50%)
Colleen Gordon	Operations Director	65,000 (100%)
Leslie Craigen	Finance Director	26,520 (85%)



Lori A. Shibnette
Commissioner

Katja S. Fox
Director

35 mac

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.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	334662-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	\$651,316	\$375,000	\$1,026,316	O: 10/13/21 #30
FIT/NHNNH, Inc.	157730-B001	Statewide	\$2,216,432	\$375,000	\$2,591,432	O: 10/13/21 #30

His Excellency, Governor Christopher T. Sununu
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Grafton County New Hampshire	177397-B003	Statewide	\$464,325	\$0	\$464,325	O: 10/13/21 #30
Headrest	175226-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	(\$988,700)	\$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
Page 4 of 4

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.

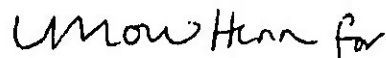
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and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



Lori A. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-93-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, IHHS; DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334682-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$69,199	\$146,657	\$215,856	
2023	074-500585	Community Grants	\$89,960	\$190,658	\$280,618	
2024	074-500585	Community Grants	\$21,261	\$45,059	\$66,320	
Sub-total			\$180,420	\$382,374	\$562,794	

Bridge Street Recovery, LLC		341988-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$126,979	\$166,676	\$303,955	
2023	074-500585	Community Grants	\$186,929	\$281,250	\$470,179	
2024	074-500585	Community Grants	\$40,498	\$0	\$40,498	
Sub-total			\$354,406	\$448,226	\$814,632	

Center/Dartmouth Hitchcock Keene		155405-B001		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	

CC of Nashua/Greater Nashua Mental Health		154112-B001		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	

Dumas Home		290061-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$62,909	\$281,250	\$344,159		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$119,934	\$375,000	\$494,934		

Families In Transition		157730-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$166,021	(\$52,907)	\$113,114		
2023	074-500585	Community Grants	\$271,691	-\$90,592	\$181,099		
2024	074-500585	Community Grants	\$58,106	(\$45,052)	\$13,054		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Grafton City		177397-0003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-0001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven Hall		275119-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902		
2023	074-500585	Community Grants	\$51,320	\$281,250	\$332,570		
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965		
Sub-total			\$111,437	\$375,000	\$486,437		

Manchester Alcohol Rehab Center, Eastler Seals, Farnum Center		177204-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$166,941	\$0	\$166,941		
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976		
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208		
Sub-total			\$452,125	\$0	\$452,125		

Southeastern NH Alcohol & Drug Abuse Services		155292-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142		
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020		
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696		
Sub-total			\$77,858	\$0	\$77,858		
SUB TOTAL GOV COMM			\$2,258,978	\$1,573,220	\$3,830,205		

05-05-92-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: 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	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$148,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,650	(\$190,650)	\$0
2024	074-500585	Community Grants	\$15,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dartmouth 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	\$128,091	\$0	\$128,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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	\$59,647	\$0	\$59,647
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,542	\$0	\$129,542

Dames 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$148,657	\$562,094
2023	074-500585	Community Grants	\$575,805	\$190,858	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$382,374	\$1,496,763

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	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$31,424	\$0	\$31,424
Sub-total			\$315,471	\$0	\$315,471

Headstart, 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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,784	\$0	\$108,784
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	074-500585	Community Grants	\$497,908	\$0	\$497,908
2024	074-500585	Community Grants	\$108,407	\$0	\$108,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,316	(\$770,036)	\$4,006,776

05-95-02-020510-70400000 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 9/29/22.

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	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

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	074-500585	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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	\$507,800	(\$289,500)	\$328,300
Sub-total			\$2,391,200	(\$989,700)	\$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
SUB TOTAL 60R			\$4,625,625	(\$988,700)	\$3,636,925
Grand Total All			\$11,665,020	(\$192,012)	\$11,473,008

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

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 Dismas Home of New Hampshire Inc. ("the Contractor").

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

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

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

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

1. Form P-37 General Provisions, Block 1.8, Price Limitation to read:
\$1,026,316
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1., Clinical Services, by adding paragraph 3.1.6. to read:
3.1.6. The Contractor shall ensure a minimum total of **eight (8) beds** are available for Residential and Transitional Living services provided through this Agreement.
3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:
3.7.1.4. New Hampshire Medicare programs.
4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10. Coordination of Care, by adding Paragraph 3.10.13. to read:
3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.17.16. to read:
3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

3.16.7. 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. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16.7. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

3.16.8. 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, but is not limited to:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

3.16.9. 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:

3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.16.9.2. 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.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

11. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

12. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Dismas Home of New Hampshire, Inc. organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

- 12.2. In the event that the Contractor does not meet either:
- 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
- 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
13. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
14. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
15. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
16. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/9/2022

Date

DocuSigned by:
Katja S. Fox
FC006804C03443
Name: Katja S. Fox
Title: Director

Dismas Home of New Hampshire, Inc.

2/8/2022

Date

DocuSigned by:
Cheryl Andrews
048FD1C4B527454
Name: Cheryl Andrews
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/9/2022

Date

DocuSigned by:
Robyn Guarino
748734841041160...

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
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Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

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- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

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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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

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- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

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- 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 individual 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;
 - 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 the Doorway and 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.

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- 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 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:
- 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
 - 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
 - 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
 - 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
 - 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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- 13.8.3. 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
- 13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

- 14.1.1. Organized into related sections with entries in chronological order;
- 14.1.2. Easy to read and understand;
- 14.1.3. Complete, containing all the parts;
- 14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;
- 14.1.5. Up-to-date, including notes of most recent contacts; and
- 14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

- 14.2.1. First section, Intake/Initial Information:
 - 14.2.1.1. Identification data, including the individual's:
 - 14.2.1.1.1. Name;
 - 14.2.1.1.2. Date of birth;
 - 14.2.1.1.3. Address;
 - 14.2.1.1.4. Telephone number; and
 - 14.2.1.1.5. The last four (4) digits of the individual's Social Security number;
 - 14.2.1.2. The date of admission;
 - 14.2.1.3. Name, address, and telephone number of the individual's:
 - 14.2.1.3.1. Legal guardian;
 - 14.2.1.3.2. Representative payee;
 - 14.2.1.3.3. Emergency contact;
 - 14.2.1.3.4. The person or entity referring the individual for services, as applicable;
 - 14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
 - 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
 - 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
 - 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. 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:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. 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.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

- 21.1.1. The right of access to treatment including:

- 21.1.1.1. 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

- 21.1.1.2. 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

- 21.1.2. The right to quality treatment including:

- 21.1.2.1. 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;

- 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

- 21.1.4. 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;

- 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

- 21.1.6. 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;

- 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

- 21.1.7.1. Freedom of movement; and

- 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and



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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illicit drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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- 24.4.4. The program has a mechanism that enables it to:
- 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. 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
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. 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.
- 24.4.6. The program has procedures for:
- 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. 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.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
- 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. 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.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 16.35%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 T1083464.
 - 1.2. 27.01%, 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.**
 - 1.3. 8.42% General funds.
 - 1.4. 48.22% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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, Women's SUD Treatment Services Budget through Exhibit C-9, 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, Women's SUD Treatment Services Budget through Exhibit C-9, 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.

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4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, 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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, Women's SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Amendment #1, Transitional Living Program Budget
 - 4.1.3. Exhibit C-3, Residential Services Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-4, Women's SUD Treatment Services Budget
 - 5.1.2. Exhibit C-5, Transitional Living Program Budget
 - 5.1.3. Exhibit C-6, Residential Services Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-7, Women's SUD Treatment Services Budget
 - 6.1.2. Exhibit C-8, Transitional Living Program Budget
 - 6.1.3. Exhibit C-9, Residential Services Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

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**New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services
 EXHIBIT C – Amendment #1**

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.3. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.4. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.
- 7.5. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

- 8.1. The Contractor shall maintain documentation that includes, but is not limited to:
 - 8.1.1. Medicaid and/or Medicare ID of the individual receiving services.
 - 8.1.2. WITS ID of the individual receiving services, if applicable.
 - 8.1.3. Date range of stay per individual for which expenses apply.
 - 8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.
- 8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.
- 8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
- 10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
 - 10.3. Ensure backup documentation includes, but is not limited to:
 - 10.3.1. General Ledger showing revenue and expenses for the contract.
 - 10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 10.3.3. Receipts for expenses within the applicable state fiscal year.
 - 10.3.4. Cost center reports.
 - 10.3.5. Profit and loss reports.
 - 10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
19. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
20. Audits
 - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 20.1.1. 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.
 - 20.1.2. 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.
 - 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.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

- 20.2. If Condition A exists, the Contractor shall 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.
- 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. 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.
- 20.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.



New Hampshire Department of Health and Human Services

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;



New Hampshire Department of Health and Human Services

Exhibit I -- Amendment #1

- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



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Exhibit I – Amendment #1

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the



New Hampshire Department of Health and Human Services

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Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services
Exhibit I – Amendment #1

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

Department of Health and Human Services

Dismas Home NH, INC

~~The State~~

~~Name of the Contractor~~

DocuSigned by:

DocuSigned by:

Katja S. Fox

Cheryl Andrews

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Cheryl Andrews

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

2/9/2022

2/8/2022

Date

Date



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

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

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public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

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Lori A. Shibanette
Commissioner

Kalja S. Fox
Director

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

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

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

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 T1083464 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,

DocuSigned by:
Lori A. Weaver
4C4A92694125473...

Lori A. Shibinette
Commissioner

05-85-92-820510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$69,199
2023	102-500731	Contracts for Prog Svc	\$69,961
2024	102-500731	Contracts for Prog Svc	\$21,261
Sub-total			\$160,421

Bridge Street Recovery, LLC		341988-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$130,979
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$360,405

Center/Dartmouth Hitchcock Keene		155405-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$60,015
2023	102-500731	Contracts for Prog Svc	\$59,490
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

CC of Nashua/Greater Nashua
Mental Health

154112-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

Dismas Home

290061-B001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$198,022
2023	102-500731	Contracts for Prog Svc	\$271,691
2024	102-500731	Contracts for Prog Svc	\$58,106
Sub-total			\$525,818

Grafton Cty		177397-0003	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$64,632
2023	102-500731	Contracts for Prog Svc	\$69,395
2024	102-500731	Contracts for Prog Svc	\$14,827
Sub-total			\$148,854

Harbor Caro		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

Headrest, Inc.		175226-0001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$26,063
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		275119-0001	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-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$166,941
2023	102-500731	Contracts for Prog Svc	\$234,977
2024	102-500731	Contracts for Prog Svc	\$50,208
Sub-total			\$452,125

Southeastern NH Alcohol & Drug
Abuse Services

155202-B001

PO 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	\$7,698
Sub-total			\$77,858
SUB TOTAL GOV COMM			\$2,195,857

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: 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	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,656
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,829
Sub-total			\$776,539

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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

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	\$29,631
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 City

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 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
2024	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	\$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	\$108,784
2024	102-500731	Contracts for Prog Svc	\$23,239
Sub-total			\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Famum 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	\$497,998
2024	102-500731	Contracts for Prog Svc	\$106,407
Sub-total			\$958,208

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	\$16,311 ^u
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,653,772

05-95-92-920610-70400000 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 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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, Farmum 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
SUB TOTAL 60R			\$4,625,825
Grand Total All			\$11,476,254

**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

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headcrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
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	8	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	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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	Title
1 Sara Cleveland	
2 Paula Hofgan	
3 Laurie Heath	
4	
5	

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

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 FIT/NHNNH, Inc. ("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), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. All references in the Contract and amendments to FIT/NHNNH, Inc., including Form P-37 General Provisions, Block 1.3, Contractor name, are replaced with:
Families in Transition
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,960,216
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit B, Amendment #1, Section 3, Scope of Services, Subsection 3.1. Clinical Services, Paragraph 3.1.3., Sub-paragraph 3.1.3.5. to read:
3.1.3.5. The Contractor shall ensure a minimum total of 25 beds are available for Transitional Living Services provided through this agreement.
5. Modify Exhibit B, Scope of Services, Section 3.17. State Opioid Response (SOR) Grant Standards, by adding Subsection 3.17.13., to read:
3.17.13. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
6. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 33.371%, 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.
 - 1.2. 31.924%, 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.

- 1.3. 17.191% General funds.
- 1.4. 17.514% Other funds (Governor's Commission).

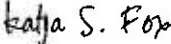
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/21/2022

Date

DocuSigned by:

Name: Katja S. Fox
Title: Director

11/16/2022

Date

Families in Transition

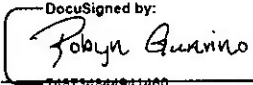
Name: Maria Devlin
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/22/2022

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:

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 FAMILIES IN TRANSITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982

Certificate Number: 0005779491



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Roy Tilsley, 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 Families in Transition
(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 Oct. 28, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

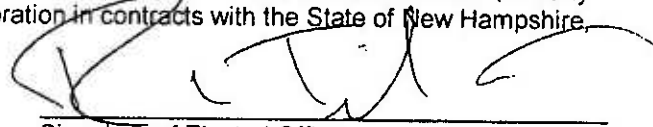
VOTED: That Maria Devlin, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Families in Transition 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: 10/28/22



Signature of Elected Officer
Name: Roy W. Tilsley, Jr.
Title: Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2022

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

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

PRODUCER MTM Insurance Associates 1320 Osgood Street North Andover MA 01845	CONTACT NAME: Jeffrey Morrissette PHONE (A/C, No, Ext): (978) 681-5700 FAX (A/C, No): (978) 681-5777 E-MAIL ADDRESS: certificates@mtminsure.com														
INSURED Families In Transition, Inc and FIT/NHH Family Willows Limited Partnership 122 Market Street Manchester NH 03101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Granite State Healthcare</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company		INSURER B: Granite State Healthcare		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company															
INSURER B: Granite State Healthcare															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 22-23 **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 YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK238507	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2383512	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB798018	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20220000555	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime Coverage / Employee Dishonesty			PHPK238507	01/01/2022	01/01/2023	Limit 500,000 Deductible 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	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
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Our Mission

The mission of Families in Transition is to prevent and break the cycle of homelessness.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2021

(With Comparative Totals for 2020)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2021 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2021, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Board of Directors
Families in Transition, Inc. and Subsidiaries
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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 the Organization'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization'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.

Report on Summarized Comparative Information

We have previously audited the Organization's 2020 consolidated financial statements and, in our report dated March 29, 2021, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Board of Directors
Families in Transition, Inc. and Subsidiaries
Page 3

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2021, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 23, 2022

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2021

(With Comparative Totals for December 31, 2020)

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 2,533,606	\$ 3,536,208
Accounts receivable	54,462	67,946
Grants and contributions receivable	779,471	1,691,498
Prepaid expenses	148,305	87,753
Other current assets	<u>52,054</u>	<u>60,946</u>
Total current assets	<u>3,567,898</u>	<u>5,444,351</u>
Replacement reserves	543,800	512,271
Reserve cash designated for properties	787,044	847,300
Investments	2,704,576	1,235,007
Investment in related entity	1,000	1,000
Property and equipment, net	33,326,635	34,425,916
Development in process	416,959	218,835
Other assets	<u>-</u>	<u>30,638</u>
Total assets	<u>\$ 41,347,912</u>	<u>\$ 42,715,318</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 300,631	\$ 345,909
Accounts payable	299,996	889,234
Accrued expenses	281,146	264,583
Other current liabilities	<u>80,526</u>	<u>134,693</u>
Total current liabilities	962,299	1,634,419
Long-term debt, net of current portion and unamortized deferred costs	<u>15,046,178</u>	<u>15,173,778</u>
Total liabilities	<u>16,008,477</u>	<u>16,808,197</u>
Net assets		
Without donor restrictions - controlling interest	22,097,454	22,831,326
Without donor restrictions - noncontrolling interest	<u>2,015,189</u>	<u>2,344,795</u>
Total without donor restrictions	24,112,643	25,176,121
With donor restrictions	<u>1,226,792</u>	<u>731,000</u>
Total net assets	<u>25,339,435</u>	<u>25,907,121</u>
Total liabilities and net assets	<u>\$ 41,347,912</u>	<u>\$ 42,715,318</u>

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES
Consolidated Statement of Activities
Year Ended December 31, 2021
(With Comparative Totals for the Year Ended December 31, 2020)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2021	Total 2020
Revenue and support						
Federal, state and other grant support	\$ 2,874,142	\$ -	\$ 2,874,142	\$ 1,082,148	\$ 3,956,290	\$ 4,932,560
Coronavirus Aid, Relief and Economic Security (CARES) Act grants	1,670,287	-	1,670,287	-	1,670,287	4,183,652
Rental income, net of vacancies	2,383,369	-	2,383,369	-	2,383,369	2,492,880
Thrift store sales	592,005	-	592,005	-	592,005	410,942
Public support	2,500,288	-	2,500,288	-	2,500,288	2,952,466
Special events	342,619	-	342,619	-	342,619	420,547
Developer fees	-	-	-	-	-	121,670
Unrealized gain on investments	234,310	-	234,310	-	234,310	103,827
Loss on disposal of property and equipment	(267,413)	-	(267,413)	-	(267,413)	(1,362)
Interest income	2,334	-	2,334	-	2,334	23,045
In-kind donations	42,933	-	42,933	-	42,933	9,244
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	415,708	-	415,708	-	415,708	488,990
Other income	147,748	-	147,748	-	147,748	201,865
Net assets released from restrictions	586,356	-	586,356	(586,356)	-	-
Total revenue and support	11,655,953	-	11,655,953	495,792	12,151,745	16,471,593
Expenses						
Program activities						
Housing	10,274,521	-	10,274,521	-	10,274,521	10,277,005
Thrift store	412,054	-	412,054	-	412,054	415,817
Total program activities	10,686,575	-	10,686,575	-	10,686,575	10,692,822
Fundraising	809,441	-	809,441	-	809,441	1,074,295
Management and general	1,226,858	-	1,226,858	-	1,226,858	1,186,537
Total expenses	12,722,874	-	12,722,874	-	12,722,874	12,953,654
(Deficiency) excess of revenue and support over expenses	(1,066,921)	-	(1,066,921)	495,792	(571,129)	3,517,939
Capital contributions	3,751	-	3,751	-	3,751	24,438
Partnership distributions	-	(308)	(308)	-	(308)	(1,410)
Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries	(1,063,170)	(308)	(1,063,478)	495,792	(567,686)	3,540,967
Change in net assets attributable to noncontrolling interest in subsidiaries	329,298	(329,298)	-	-	-	-
Change in net assets	(733,872)	(329,606)	(1,063,478)	495,792	(567,686)	3,540,967
Net assets, beginning of year	22,831,326	2,344,795	25,176,121	731,000	25,907,121	22,366,154
Net assets, end of year	\$ 22,097,454	\$ 2,015,189	\$ 24,112,643	\$ 1,226,792	\$ 25,339,435	\$ 25,907,121

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2021
(With Comparative Totals for the Year Ended December 31, 2020)

	Program Activities			Management and General	2021 Total	2020 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 4,428,713	\$ 283,233	\$ 442,872	\$ 664,307	\$ 5,819,125	\$ 6,156,201
Employee benefits	498,412	21,465	49,841	74,761	644,479	650,333
Payroll taxes	<u>343,091</u>	<u>23,293</u>	<u>34,309</u>	<u>51,464</u>	<u>452,157</u>	<u>433,083</u>
Total salaries and benefits	5,270,216	327,991	527,022	790,532	6,915,761	7,239,617
Other expenses						
Advertising	3,998	13,668	350	525	18,541	36,363
Bad debts	25,698	-	-	-	25,698	63,594
Bank charges	12,545	8,246	1,207	1,811	23,809	22,092
Condominium association fees	14,575	-	-	-	14,575	15,515
Consultants	78,629	3,988	7,842	11,763	102,222	144,209
COVID expenses	22,161	-	2,216	3,324	27,701	428,144
Depreciation	1,221,584	3,404	93,661	140,492	1,459,141	1,382,232
Events	29,137	-	-	-	29,137	74,371
Food	238,472	-	-	-	238,472	156,813
General insurance	168,528	2,318	11,537	17,306	199,689	180,501
Interest expense	164,597	-	17,786	26,679	209,062	238,399
Management fees	(1,604)	-	-	-	(1,604)	-
Meals and entertainment	4,317	-	432	648	5,397	2,278
Membership dues	9,270	-	873	1,309	11,452	13,671
Office supplies	112,840	9,451	10,553	15,829	148,673	90,214
Operational expenses - other	362,333	-	-	-	362,333	156,304
Participant expenses	93,431	-	-	-	93,431	72,037
Postage	6,880	17	688	1,033	8,618	9,491
Printing	16,302	818	1,442	2,164	20,726	26,715
Professional fees	175,249	4,000	14,010	21,014	214,273	183,043
Rental subsidies	265,605	-	-	-	265,605	301,110
Repairs and maintenance	662,589	18,416	49,263	73,895	804,163	528,545
Staff development	26,318	187	2,622	3,933	33,060	31,816
Taxes	332,887	183	-	-	333,070	340,333
Technology support	162,210	117	15,968	23,953	202,248	191,943
Telephone	104,863	1,535	10,189	15,284	131,871	148,667
Travel	28,865	84	2,871	4,306	36,126	28,318
Utilities	568,936	17,631	38,909	58,363	683,839	617,912
VISTA program	-	-	-	-	-	79,431
Workers' compensation	<u>93,090</u>	<u>-</u>	<u>-</u>	<u>12,695</u>	<u>105,785</u>	<u>149,976</u>
Total expenses	\$10,274,521	\$ 412,054	\$ 809,441	\$ 1,226,858	\$12,722,874	\$12,953,654

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2021

(With Comparative Totals for the Year Ended December 31, 2020)

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ (567,686)	\$ 3,540,967
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,472,485	1,395,576
Forgiveness of debt	(131,267)	(131,267)
Unrealized gain on investments	(234,310)	(103,827)
Loss on disposal of property and equipment	267,413	1,362
Decrease (increase) in:		
Accounts receivable	13,484	(445)
Grants and contributions receivable	912,027	(1,102,280)
Prepaid expenses	(60,552)	(22,241)
Other current assets	39,530	(1,579)
(Decrease) increase in:		
Accounts payable	80,826	(46,887)
Accrued expenses	16,563	(107,455)
Other current liabilities	<u>(54,167)</u>	<u>75,022</u>
Net cash provided by operating activities	<u>1,754,346</u>	<u>3,496,946</u>
Cash flows from investing activities		
Purchases of investments	(1,235,259)	(7,767)
Investment in development in process	(450,004)	(63,149)
Acquisition of property and equipment	<u>(1,045,458)</u>	<u>(2,227,481)</u>
Net cash used by investing activities	<u>(2,730,721)</u>	<u>(2,298,397)</u>
Cash flows from financing activities		
Proceeds from long-term debt	265,091	2,452
Payments on long-term debt	<u>(320,045)</u>	<u>(268,663)</u>
Net cash used by financing activities	<u>(54,954)</u>	<u>(266,211)</u>
Net (decrease) increase in cash and restricted cash	(1,031,329)	932,338
Cash and restricted cash, beginning of year	<u>4,895,779</u>	<u>3,963,441</u>
Cash and restricted cash, end of year	<u>\$ 3,864,450</u>	<u>\$ 4,895,779</u>
Composition of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 2,533,606	\$ 3,536,208
Replacement reserves	543,800	512,271
Reserve cash designated for properties	<u>787,044</u>	<u>847,300</u>
	<u>\$ 3,864,450</u>	<u>\$ 4,895,779</u>
Supplemental disclosures:		
Acquisition of property and equipment and development in process through accounts payable	<u>\$ 98,500</u>	<u>\$ 768,564</u>
Acquisition of property and equipment through long-term borrowings from seller	<u>\$ -</u>	<u>\$ 25,412</u>
Property and equipment transferred from development in process	<u>\$ 350,380</u>	<u>\$ -</u>
Interest paid	<u>\$ 209,062</u>	<u>\$ 238,399</u>

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

Organization

Families in Transition, Inc. (FIT), an incorporated New Hampshire nonprofit, provides hunger relief, emergency shelter, safe affordable housing and support services to individuals and families who are homeless or in need in the State of New Hampshire. The programs and services offered provide positive outcomes through the incorporation of evidence based models and practices to meet identified needs and goals of those they serve and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children.

FIT directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by two limited partnerships of which FIT, or one of its subsidiaries, is the sole general partner. These limited partnerships include Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

During 2021, Family Bridge reached the end of its initial 15-year low-income housing tax credit compliance period. As a result, effective August 31, 2021, BCCC, Inc. and Boston Financial Corporate Tax Credit Fund XXII, withdrew from the Partnership and transferred their ownership interest to Housing Benefits, Inc. (Housing Benefits), a non-profit Community Development Housing Organization, located in Manchester, New Hampshire. In January 2022, Second Street Family Mill, Inc., the general partner, transferred its ownership interest in the Partnership to Housing Benefits. As a result, all assets and liabilities of the Partnership will have been assumed by Housing Benefits, dissolving Family Bridge as a limited partnership.

FIT also owns and operates emergency shelters for homeless individuals in facilities located on Manchester Street and Lake Ave in Manchester, New Hampshire. In 2020, FIT purchased an additional property on Lake Ave in Manchester, New Hampshire where it will operate its food pantry formerly located at the Manchester Street, Manchester, New Hampshire facility.

Housing Benefits, a Community Development Housing Organization was created to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on Concord Street, School & Third Street, Lowell Street, Belmont Street, Market Street, Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), and at Bicentennial Square in Concord, New Hampshire and an emergency shelter location in Wolfeboro, New Hampshire.

HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire, which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

FIT was the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. During 2021, MEH legally dissolved and the program was absorbed by FIT's operations.

FIT also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. Outfitters operates an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for FIT.

FIT is the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

Wilson Street Condominium Association (the Association) was established for the purpose of maintaining and preserving a five unit property located on Wilson Street in Manchester, New Hampshire. FIT is the majority owner of the Association.

FIT has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

FIT has begun the redevelopment of its property located on 434 Union Street in Manchester, New Hampshire. The project will create 11 units of permanent, supportive housing for those experiencing homelessness.

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with these consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of FIT, the Limited Partnerships, Housing Benefits, HB-AH, Outfitters, NHCEH, the Association, and the General Partners (collectively referred to as the Organization). All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classifications. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2020 consolidated financial statements, from which the summarized information was derived.

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 consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to their consolidated financial position and activities according to the following net asset classifications:

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

The Organization reports contributions of property or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. Following is a summary of estimated useful lives by asset category:

Land improvements	20 years
Buildings and improvements	3 - 40 years
Furniture and fixtures	3 - 10 years
Equipment	3 - 10 years
Vehicles	5 years

Rental Income

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of twelve months. All rents are collected at the beginning of each month and are nonrefundable. A tenant has an option to cancel a lease at any time with a minimum of 30 days' notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in separate cash accounts and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2021 and 2020 was approximately \$540,000 and \$410,000, respectively.

Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation and amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

Change in Net Assets from Operations

The consolidated statements of activities include a measure of change in net assets from operations. Changes in net assets which are excluded from change in net assets from operations, include capital contributions and partner distributions which are considered non-operating.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its consolidated financial statements for the impact thereof. As of December 31, 2021 and 2020, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 23, 2022, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

As of December 31, 2021, the Organization has working capital, excluding current assets with donor restrictions, of \$1,402,203 and average days (based on normal expenditures) cash and cash equivalents on hand of 43.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on long-term debt, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	<u>2021</u>	<u>2020</u>
Financial assets:		
Cash and cash equivalents	\$ 2,533,606	\$ 3,536,208
Accounts receivable	54,462	67,946
Grants and contributions receivable	779,471	1,691,498
Investments	<u>2,704,576</u>	<u>1,235,007</u>
Total financial assets	6,072,115	6,530,659
Donor-imposed restrictions:		
Restricted funds	<u>(1,226,792)</u>	<u>(731,000)</u>
Financial assets available at year end for current use	<u>\$ 4,845,323</u>	<u>\$ 5,799,659</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 6.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

The Organization has replacement reserves and cash reserves designated for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and cash reserves designated for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Investments and Fair Value Measurement

The Organization reports investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Investments are exposed to various risks, including interest rate, market volatility and credit risks.

U.S. GAAP establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Investments measured at fair value on a recurring basis are summarized below:

	<u>Level 1</u>	
	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 24,481	\$ -
Equity mutual funds	123,584	776,600
Equity securities	1,791,812	53,820
Fixed income mutual funds	<u>764,699</u>	<u>404,587</u>
	<u>\$ 2,704,576</u>	<u>\$ 1,235,007</u>

The Organization had no assets measured using Level 2 or Level 3 inputs at December 31, 2021 and 2020.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2020)

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 3,764,378	\$ 3,764,378
Land improvements	812,301	666,247
Buildings and improvements	41,388,854	41,923,542
Furniture and fixtures	1,187,879	1,057,806
Equipment	- 691,474	639,373
Vehicles	<u>307,197</u>	<u>386,565</u>
	48,152,083	48,437,911
Less: accumulated depreciation	<u>14,825,448</u>	<u>14,011,995</u>
Property and equipment, net	\$ <u>33,326,635</u>	\$ <u>34,425,916</u>

At December 31, 2021 and 2020, the Organization held \$37,215,560 and \$37,334,275, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2021 and 2020 was \$11,094,410 and \$10,319,415, respectively.

5. Development in Process

At December 31, 2021 and 2020, development in process consisted of various projects in process related to all of the properties owned by the Organization.

6. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance as of December 31, 2021 and 2020.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

7. Long-Term Debt

Long-term debt consisted of the following:

	<u>2021</u>	<u>2020</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 42,847	\$ 46,492
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	97,682	103,048
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	23,994	36,401
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	189,792	196,746
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	120,869	128,086

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	84,456	84,456
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$84,456 note payable.	336,674	336,674
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	436,958	445,068
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	178,960	193,172
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	212,938	226,725
A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Housing Benefits to Community Development Finance Authority (CDFA), collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	6,686	19,860
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,019 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	375,832	396,436
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	493,132	505,816
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	63,635	72,726

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,922 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	221,623	235,835
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,683 include principal and interest at 8% per annum. The note was paid off in 2021.	-	9,544
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	592,650	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	395,940	413,575
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	152,121	156,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2021 and 2020, \$131,267 was recognized as revenue and support in the consolidated statement of activities.	590,696	721,963

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2020)

A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,148	216,148
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	562,808	567,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024.	363,729	372,849
A vehicle loan payable in monthly payments of \$472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.	18,569	20,560
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	6,507	9,791
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$991 include principal and interest at 3.015%. The note is due in full by October 2025.	167,585	174,276
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,283 include principal and interest at 4.94%. The note is due in full by January 2027.	355,288	364,674

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2020)

<p>A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$6,854 are due over a 30 year period starting September 2018 at 4.90% interest.</p>	687,042	707,538
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.</p>	711,845	720,000
<p>Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.9% annual interest rate. The loans are due and payable in March 2022.</p>	841	15,937
<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.</p>	1,448,182	1,453,182
<p>A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.</p>	523,097	531,252
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.</p>	780,000	780,000

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

<p>A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH, LLC on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.</p>	<p>1,525,843</p>	<p>1,542,342</p>
<p>A technical assistance note payable to NHHFA to provide support to the Organization for renovations at the Union Street Shelter in Manchester, New Hampshire. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.</p>	<p>45,000</p>	<p>44,079</p>
<p>A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2% will be required until December 2021.</p>	<p>69</p>	<p>9,268</p>
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of \$1,134,188. The loan is due in full 40 years from the closing date.</p>	<p>157,854</p>	<p>-</p>
<p>A noninterest bearing construction loan payable to City of Manchester, New Hampshire, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of \$275,000.</p>	<p><u>106,284</u></p>	<p><u>-</u></p>
	<p>15,432,087</p>	<p>15,613,873</p>
Less current portion	<p>300,631</p>	<p>345,909</p>
Less unamortized deferred costs	<p><u>85,278</u></p>	<p><u>94,186</u></p>
	<p><u>\$ 15,046,178</u></p>	<p><u>\$15,173,778</u></p>

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

Principal maturities of long-term debt over the next five years and thereafter are as follows:

2022	\$ 300,631
2023	551,965
2024	661,132
2025	305,829
2026	161,341
Thereafter	<u>13,451,189</u>
	<u>\$ 15,432,087</u>

Interest expense charged to operations, including amortization of deferred costs of \$13,344, was \$209,062 and \$238,399 in 2021 and 2020, respectively.

8. Net Assets

At December 31, 2021 and 2020, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2021</u>	<u>2020</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place	53,258	134,190
Scholarships	26,664	19,264
Housing programs	164,098	35,000
Direct care for clients	407,049	147,904
Hope House	<u>550,723</u>	<u>369,642</u>
Total funds maintained with donor restrictions temporary in nature	<u>1,201,792</u>	<u>706,000</u>
Total net assets with donor restrictions	<u>\$ 1,226,792</u>	<u>\$ 731,000</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**Notes to Consolidated Financial Statements****December 31, 2021****(With Comparative Totals for December 31, 2020)**

Net assets released from net assets with donor restrictions were as follows:

	<u>2021</u>	<u>2020</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place	\$ 80,932	\$ 9,280
Housing programs	35,000	55,000
Direct care for clients	132,225	103,321
Hope House	338,199	21,566
New Horizons for New Hampshire merger	-	76,944
Substance use disorder services	-	97,717
	<u>\$ 586,356</u>	<u>\$ 363,828</u>

9. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

10. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$107,457 and \$99,580 during the years ended December 31, 2021 and 2020, respectively.

11. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

<u>Limited Partner</u>	<u>Property</u>	<u>2021</u>	<u>2020</u>
BCCC, Inc.	Family Bridge	\$ -	\$ 10
Boston Financial Corporate	Family Bridge	-	607,520
Housing Benefits, Inc.	Family Bridge	377,898	-
BCCC, Inc.	Family Willows	10	10
Boston Financial Midway	Family Willows	<u>1,637,281</u>	<u>1,737,255</u>
		<u>\$ 2,015,189</u>	<u>\$ 2,344,795</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021

(With Comparative Totals for December 31, 2020)

12. Uncertainty

On March 11, 2020, the World Health Organization declared the coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of the global pandemic, COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and the scale of government actions to mitigate them. To date, the U.S. government has passed legislation which allows for increased funding to states to assist in paying for costs associated with COVID-19. Therefore, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

During 2020, the Organization received \$1,188,400 under the CARES Act Paycheck Protection Program (PPP). The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven were to be repaid within 5 years at 1%. In November 2020, the Organization received notification of full forgiveness and was included in CARES Act grants in the consolidated statement of activities for the year ended December 31, 2020.

During 2021 and 2020, the Organization was awarded \$347,447 and \$2,832,815, respectively, from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grants are pass-through grants provided to the State of New Hampshire through the CARES Act. The GOFERR grants are to be used by the Organization to cover eligible costs outlined in the grant agreements. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the grant agreements and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

During 2021 and 2020, the Organization was awarded \$1,322,840 and \$162,437, respectively, under the McKinney Emergency Shelter Grant Program. The funds were provided to decompress the shelters as a result of the COVID-19. The grant was paid on a reimbursement basis as qualifying expenses were incurred. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the awards and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

SUPPLEMENTARY INFORMATION

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2021

ASSETS

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restrictions	Eliminations	Total
Current assets									
Cash and cash equivalents	\$ 722,833	\$ 45,847	\$ 217,763	\$ 110,410	\$ 228,822	\$ 6,139	\$ 1,201,792	\$ -	\$ 2,533,606
Accounts receivable	84,544	10,636	24,300	879	-	-	-	(65,897)	54,462
Grants and contributions receivable	779,471	-	-	-	-	-	-	-	779,471
Prepaid expenses	97,886	15,177	33,690	-	-	1,552	-	-	148,305
Due from related parties	1,970,270	1,814	26,632	86,403	-	-	-	(2,085,119)	-
Other current assets	3,445	15,931	32,678	-	-	-	-	-	52,054
Total current assets	3,658,449	89,405	335,063	197,692	228,822	7,691	1,201,792	(2,151,016)	3,567,898
Replacement reserves	90,178	125,386	294,821	-	-	33,415	-	-	543,800
Reserve cash designated for properties	88,427	260,024	438,593	-	-	-	-	-	787,044
Related party notes receivable	1,725,799	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party notes	1,344,742	-	-	-	-	-	-	(1,344,742)	-
Investments	2,679,576	-	-	-	-	-	25,000	-	2,704,576
Investment in related entities	1,247,739	-	25,051	-	-	-	-	(1,271,790)	1,000
Property and equipment, net	7,420,192	7,114,322	18,755,158	18,467	-	18,496	-	-	33,326,635
Development in process	416,959	-	-	-	-	-	-	-	416,959
Total assets	\$ 18,672,061	\$ 7,589,137	\$ 19,848,686	\$ 216,159	\$ 228,822	\$ 59,602	\$ 1,226,792	\$ (6,493,347)	\$ 41,347,912

LIABILITIES AND NET ASSETS

Current liabilities									
Current portion of long-term debt	\$ 101,515	\$ 67,852	\$ 131,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,631
Accounts payable	211,220	89,383	52,479	1,352	27,320	921	-	(82,679)	299,996
Accrued expenses	207,768	837,425	569,216	11,479	-	-	-	(1,344,742)	281,146
Due to related parties	125,946	217,812	1,724,031	-	548	-	-	(2,068,337)	-
Other current liabilities	6,442	27,506	46,578	-	-	-	-	-	80,526
Total current liabilities	652,891	1,239,978	2,523,568	12,831	27,868	921	-	(3,495,758)	962,299
Long-term debt, net of current portion and unamortized deferred costs	1,860,532	3,573,193	11,338,252	-	-	-	-	(1,725,799)	15,046,178
Total liabilities	2,513,423	4,813,171	13,861,820	12,831	27,868	921	-	(5,221,557)	16,008,477
Net assets									
Net assets without donor restrictions - controlling interest	16,158,638	760,777	5,986,866	203,328	200,954	58,681	-	(1,271,790)	22,097,454
Net assets without donor restrictions - noncontrolling interest	-	2,015,189	-	-	-	-	-	-	2,015,189
Total net assets without donor restriction	16,158,638	2,775,966	5,986,866	203,328	200,954	58,681	-	(1,271,790)	24,112,643
Net assets with donor restrictions	-	-	-	-	-	-	1,226,792	-	1,226,792
Total net assets	16,158,638	2,775,966	5,986,866	203,328	200,954	58,681	1,226,792	(1,271,790)	25,339,435
Total liabilities and net assets	\$ 18,672,061	\$ 7,589,137	\$ 19,848,686	\$ 216,159	\$ 228,822	\$ 59,602	\$ 1,226,792	\$ (6,493,347)	\$ 41,347,912

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2021

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	\$ 2,824,911	\$ -	\$ 463,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (414,678)	\$ 2,874,142	\$ 1,082,148	\$ 3,956,290
CARES Act grants	1,670,287	-	-	-	-	-	-	-	-	1,670,287	-	1,670,287
Rental income, net of vacancies	289,331	687,127	1,456,682	-	-	-	-	98,190	(147,961)	2,383,369	-	2,383,369
Thrift store sales	-	-	-	592,005	-	-	-	-	-	592,005	-	592,005
Public support	2,462,321	-	200,135	65	-	-	80,134	-	(242,367)	2,500,288	-	2,500,288
Special events	342,619	-	-	-	-	-	-	-	-	342,619	-	342,619
Property management fees	1,144,686	-	-	-	-	-	-	-	(1,144,686)	-	-	-
Unrealized gain on investments	234,310	-	-	-	-	-	-	-	-	234,310	-	234,310
Loss on disposal of property and equipment	(260,590)	(2,045)	(3,463)	-	-	-	(1,315)	-	-	(267,413)	-	(267,413)
Interest income	96,244	286	1,965	-	-	-	-	29	(96,190)	2,334	-	2,334
In-kind donations	42,933	-	-	-	-	-	-	-	-	42,933	-	42,933
Forgiveness of debt	-	-	131,267	-	-	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	415,708	-	-	-	-	-	-	-	-	415,708	-	415,708
Other income	151,398	41,048	119,788	6,191	-	-	600	-	(171,277)	147,748	-	147,748
Net assets released from restrictions	586,356	-	-	-	-	-	-	-	-	586,356	(586,356)	-
Total revenue and support	10,000,514	726,416	2,370,283	598,261	-	-	79,419	98,219	(2,217,159)	11,655,953	495,792	12,151,745
Expenses												
Program activities	8,425,812	1,055,747	2,697,457	496,854	-	-	54,626	100,813	(2,144,734)	10,686,575	-	10,686,575
Fundraising	588,381	-	221,060	-	-	-	-	-	-	809,441	-	809,441
Management and general	893,140	-	333,718	-	-	-	-	-	-	1,226,858	-	1,226,858
Total expenses	9,907,333	1,055,747	3,252,235	496,854	-	-	54,626	100,813	(2,144,734)	12,722,874	-	12,722,874
Excess (deficiency) of revenue and support over expenses	93,181	(329,331)	(881,952)	101,407	-	-	24,793	(2,594)	(72,425)	(1,066,921)	495,792	(571,129)
Capital contributions	-	-	-	-	-	-	-	3,751	-	3,751	-	3,751
Member distributions	-	-	(18,257)	-	-	-	-	-	18,257	-	-	-
Partnership distributions	-	(3,084)	-	-	-	-	-	-	2,776	(308)	-	(308)
Equity transferred resulting from dissolution	5,468,159	-	-	-	(5,639,571)	171,412	-	-	-	-	-	-
Change in net assets	\$ 5,561,340	\$ (332,415)	\$ (900,209)	\$ 101,407	\$ (5,639,571)	\$ 171,412	\$ 24,793	\$ 1,157	\$ (51,392)	\$ (1,063,478)	\$ 495,792	\$ (567,686)

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2021

Program Activities

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits											
Salaries and wages	\$ 3,849,367	\$ -	\$ 579,346	\$ 283,233	\$ -	\$ -	\$ 4,711,946	\$ 442,872	\$ 664,307	\$ -	\$ 5,819,125
Employee benefits	405,748	-	92,664	21,465	-	-	519,877	49,841	74,761	-	644,479
Payroll taxes	304,824	-	38,267	23,293	-	-	366,384	34,309	51,464	-	452,157
Total salaries and benefits	4,559,939	-	710,277	327,991	-	-	5,598,207	527,022	790,532	-	6,915,761
Advertising	3,498	-	-	13,668	500	-	17,666	350	525	-	18,541
Bad debts	7,740	-	17,958	-	-	-	25,698	-	-	-	25,698
Bank charges	11,661	404	415	8,246	60	5	20,791	1,207	1,811	-	23,809
Condominium association fees	-	-	73,104	-	-	-	73,104	-	-	(58,529)	14,575
Consultants	72,570	-	5,850	3,988	209	-	82,617	7,842	11,763	-	102,222
COVID expenses	22,161	-	-	-	-	-	22,161	2,216	3,324	-	27,701
Depreciation	321,890	280,321	614,718	3,404	170	4,485	1,224,988	93,661	140,492	-	1,459,141
Events	16,295	-	6,250	-	6,592	-	29,137	-	-	-	29,137
Food	196,374	-	42,098	-	-	-	238,472	-	-	-	238,472
General insurance	44,994	38,016	70,379	2,318	742	14,397	170,846	11,537	17,306	-	199,689
Interest expense	32,606	82,927	145,254	-	-	-	260,787	17,786	26,679	(96,190)	209,062
Management fees	90,948	243,505	727,203	-	34,420	25,973	1,122,049	-	-	(1,123,653)	(1,604)
Meals and entertainment	3,921	-	396	-	-	-	4,317	432	648	-	5,397
Membership dues	8,730	-	-	-	540	-	9,270	873	1,309	-	11,452
Office supplies	82,547	3,671	22,983	9,451	3,569	70	122,291	10,553	15,829	-	148,673
Operational expenses - other	362,333	-	-	-	-	-	362,333	-	-	-	362,333
Participant expenses	79,545	2,271	6,615	-	5,000	-	93,431	-	-	-	93,431
Postage	6,770	-	110	17	-	-	6,897	688	1,033	-	8,618
Printing	14,350	-	72	818	1,880	-	17,120	1,442	2,164	-	20,726
Professional fees	90,368	31,952	49,729	4,000	-	3,200	179,249	14,010	21,014	-	214,273
Related entity expenses	1,328,050	(100)	(611,020)	60,000	-	-	776,930	-	-	(776,930)	-
Rent	64,632	-	-	24,800	-	-	89,432	-	-	(89,432)	-
Rental subsidies	265,605	-	-	-	-	-	265,605	-	-	-	265,605
Repairs and maintenance	223,916	133,698	268,711	18,416	-	36,264	681,005	49,263	73,895	-	804,163
Staff development	22,598	-	3,620	187	100	-	26,505	2,622	3,933	-	33,060
Taxes	52,991	70,848	209,048	183	-	-	333,070	-	-	-	333,070
Technology support	157,444	1,837	2,243	117	686	-	162,327	15,968	23,953	-	202,248
Telephone	77,568	719	24,324	1,535	-	2,252	106,398	10,189	15,284	-	131,871
Travel	23,078	-	5,629	84	158	-	28,949	2,871	4,306	-	36,126
Utilities	103,195	165,678	285,896	17,631	-	14,167	586,567	38,909	58,363	-	683,839
Workers' compensation	77,495	-	15,595	-	-	-	93,090	-	12,695	-	105,785
Total expenses	\$ 8,425,812	\$ 1,055,747	\$ 2,697,457	\$ 496,854	\$ 54,626	\$ 100,813	\$ 12,831,309	\$ 809,441	\$ 1,226,858	\$ (2,144,734)	\$ 12,722,874



Board of Directors

Roy Tilsley, Chair
Bernstein Shur, Shareholder
Board member since 2018

Heather Whitfield, Vice Chair
People's United Bank, Sr. Vice President
Board member since 2018

Frank Saglio, Treasurer
Karr & Boucher, PLLC
Board member since 2018

Kristi Scarpone, Secretary
FIRST, Director of Corporate Relations & Field Development Strategy
Board member since 2018

Dick Anagnost, At Large
Anagnost Companies, President
Board member since 2018

Scott W. Ellison, Esquire Prior Chair
COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018

Robert Bartley
Bartley Financial Advisors, President, CPA, CFP
Board member since 2018

Colleen Cone,
Comcast, Vice President, Human Resources
Board member since 2018

Alison Hutcheson
Merchants Fleet, Associate Director, Legal
Board member since 2018

AnnMarie French
NH Fiscal Policy Institute, Executive Director
Board member since 2018



Brian Hansen
Worker Bee Fund, Founder
Board member since 2018

Brian Mikol
Spectrum Marketing, Co-Owner
Board member since 2018

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2018

Mary Ann Aldrich
Dartmouth Hitchcock, Sr. Advisor Community & Relations, External Affairs
Board member since 2018

Roy Ballentine
Ballentine Partners, LLC, Executive Chairman,
Board member since 2019

Sarah Jacobs
AmeriCorps/Portfolio Manager
Board member since 2018

Sean Leighton
City of Manchester Police Department, Captain
Board member since 2019

Rev. Gayle Murphy
Minister At Large-United Church of Christ
Board member since 2020

Michael McCormick
Business Development Executive, Capgemini Financial Services
Board member since 2020

Michael Simoneau
Members First Credit Union, SVP, Community Outreach Officer
Board member since 2021

Chad Campbell
SilverTech Inc., Vice President of Sales
Board member since 2021



Danielle Pliska
FIRST, Vice President, Finance
Board member since 2021

Robert Bonfiglio
Rise Private Wealth Management, Co-Founder
Board member since 2021

Melissa Szymanowski
Coca-Cola, Beverages Northeast, Human Resources Director
Board member since 2021

Stephen Norton
Solution Health, Chief Strategy Officer
Board member since 2021

Susan Harrington
Brewster Academy, Chief Financial Officer
Board member since 2022

Meghan Shea, LICSW, MLADC

Operations focused leader with more than 16 years of experience in nonprofit social service field. Success in building a strong infrastructure to support fast growth and operations across Emergency Sheltering, Supportive Housing Programming, Substance Use Treatment and Food Insecurity Programming.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor (MLADC)	September 2010- Present
Licensed Independent Clinical Social Worker	October 22, 2012-Present
Master of Social Work, University of New Hampshire	May 2010
Bachelor of Art, Social Work, University of New Hampshire	May 2006

EMPLOYMENT

Chief Program Officer Families in Transition

September 1, 2020

- **Program Direction:** Advise employee based talent in effective leadership of programs based on the agency's mission and priorities as defined in the strategic plan.
- **Program Assessment and Improvement:** In conjunction with Executive Leadership, assess community needs and program effectiveness. Look for opportunities to increase program impact and pursue those opportunities with the leadership management of the supportive services and clinical departments. Provide oversight of program outcomes and best efficiency to garner the data for sustaining dashboard outcomes.
- **Program Sustainability:** Complete Program Viability Review annually and as needed based on funding opportunities or transitions.
- **Funding:** Work with program managers and directors to maintain positive working relationship with funders. Work with other internal and external stakeholders to assess and pursue funding opportunities. Provide oversight of compliance with funding source requirements and adherence to reporting requirements.
- **Project Management and Administrative Coordination:** Work with leadership and relevant stakeholders to provide structure and support for project management related to new program initiatives or developments.
- **Budget Supervision:** Responsible for the oversight and monitoring of the annual program budgets. Assist with development of budgets each year with Executive Team and program management. Provide oversight to program management related to monitoring the appropriate allocation and expenditures of time-sensitive funded expenses.
- **Compliance –** Ensure compliance with all regulatory and licensing requirements. This includes having continuing dialogue and effective reporting with external agencies.
- **Leadership:** provide mentoring, guidance, supervision, and professional development to all leadership staff; and enhance the structure of the organization by staying abreast of developments in clinical & supportive services workforce and education.
- **Systems Improvements:** Focusing on systems/process improvement. Promote regular and ongoing opportunities for all staff to give feedback on program operations. Coordinate with program management regular system reviews and implementation of identified opportunities for improved efficiency, quality and enhanced program outcomes.
- **Program Quality:** Provide, prioritizes, and implements evidence-based, state of the art,

innovative solutions to the myriad of issues facing individuals experiencing homelessness, food insecurity, substance use and mental health disorders.

Vice President, Clinical & Supportive Services

Families in Transition-New Horizons

December, 2017-Sept 2020

- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Substance Use Treatment and Recovery Services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency six program managers and two directors
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

Receivership- Interim Executive Director

December, 2017- April 2018

Serenity Place

- Provided program and staff management during the receivership
- Facilitated with program distribution to other entities in the community
- Provided oversight to clinical programming to ensure continued services during agency closure.
- Participated in community collaboration with key stakeholders to rebuild the Safe Station model.

Therapist

January 2014- November 2019

Bedford Family Therapy

- Treat a caseload of 15 clients in a private outpatient group practice
- Utilize various evidence based practices CBT,DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical Director

Families in Transition

Sept 1st, 2016- December, 2017

- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Program Manager, Willow Substance Use Treatment Program

September 2014-2016

Families In Transition

- Manage the day to day operations for the Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

Therapist

May 2010- September 2014

Families In Transition

- Facilitated Intensive Outpatient Programing in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern

May 2009 to May 2010

Bedford Counseling – Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

Case Manager

June 2006- May 2010

Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment	July 2014 to June 2020
NH Correctional Facility for Women's Citizen's Advisory Board	December 2019- Present
NH Alcohol & Drug Abuse Counselors Association	January 2012 to Present
Member of the Manchester Substance Use Collaborative	March 2012 to Present

Sarah Bernier, LICSW, MLADC



Skills **Crisis intervention, individual therapy, community outreach, treatment planning, cognitive behavioral therapy, acceptance commitment therapy and motivational interviewing interventions.**

Education **Masters in Social Work, May 2012**
University of New Hampshire, Manchester NH

Bachelor's Degree in Social Work and Counseling, Completed May 2009
Franklin Pierce University, Rindge NH, GPA 3.78

- Alpha Chi, (2009)
- High Honors in Social Work (Franklin Pierce 2009)
- Outstanding Senior in Social Work Award (Franklin Pierce 2009)

Experience **Counselor / Behavioral Health Consultant, Manchester Community Health Center, Manchester**
February 2015-Present

- Facilitates and organizes the medication assisted treatment program
- Serves as a behavioral health consultant in the clinic working directly with providers to assess and create plans of care for patients with substance use and mental health needs.
- Connecting patients to resources and services
- Individual clinical caseload of adolescents and adult patients
- Supervising clinical notes for the medication assisted treatment program

PREP Coordinator, Child Health Services, Manchester, NH
May 2012-Present

- Facilitates, coordinates, recruits and retains adolescent teen girls in an evidence-based, sexual health group.
- Mental health counseling with teens; including wrap around case management with clients on caseload.
- Community outreach to promote medical homes

Advanced Clinical Intern, Cynthia Day Family Center, Nashua, August 2011-May 2012

- Providing direct support to women and children in recovery
- Delivered clinical social work skills with clients on caseload
- Completed evidenced-based groups: *Nurturing Parenting* and *Thinking*

for a Change, Seeking Safety

- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

Intern, Teen Health Clinic, Manchester, NH

August 2010-May 2011

- Met with patients and assess social service needs
- Made referrals for patients to community resources
- Group work, outreach, and program development

Per Diem Residential Counselor, Brigids Crossing,

Lowell, MA 2010-Jan 2012

- Supervising adolescent girls with their children in a residential setting
- Completing daily tasks set up by the program
- Encouraging independent living skills

Intern, Court Appointed Special Advocates, Keene, NH

2008-2009, 2010

- Organized Paperwork and Mail & Resource Cabinet
- Represented Child in Court including Monthly Visits with Child

JEFFREY FERGUSON

Human Services
Paraprofessional

CPHT

People/Ops Manager

PROFILE

I am a dutiful, industrious, and creative social services paraprofessional in search of new learning and growth opportunities. With over 15 years of experience in the human services field, my approach has been person-centered and strength-based. I am a direct yet compassionate communicator, which has enabled me to excel at supporting both clients and staff members. Providing aid and advocacy for persons experiencing substance use disorders, severe and persistent mental illness, acquired traumatic brain injury, and developmental disabilities is at the heart of my personal and work life.

CONTACT



EXPERIENCE

Support Staff, Adult Emergency Shelter 2022-PRESENT, FAMILIES IN TRANSITION

Intake, milieu management, and operations support of 138-bed emergency shelter for adults experiencing current or imminent homelessness. Provide safe, structured environment. Monitoring and documentation of mental health and substance use disorder concerns.

Sr. CPHT, Adherence Outreach

2019-2022, PILLPACK BY AMAZON PHARMACY

Within CPHT scope of practice, use motivational interviewing techniques to move patients through stages of change to support medication/therapeutic adherence via telephonic and electronic outreach.

Program Mgr., Women's & Men's TLP

2017-2019, FAMILIES IN TRANSITION

Management of 14-bed male and 25-bed female Transitional Living/Recovery Housing Programs. Shepherded programs through licensure process with state of New Hampshire/BDAS. Hiring, supervision, training of all program staff. Writer of program manuals and informed consents. Oversight of treatment and service planning. Led programs' transition from one controlling agency to Families in Transition

SKILLS & CERTIFICATIONS

- Exceptional milieu management
- Strength-based facilitation of individual and systems change
- Recruiting, hiring, firing, scheduling
- Gifted communicator—written and oral
- Outstanding presenter, public speaker
- Case management, intake, waitlist

EDUCATION

Certified Pharmacy Technician

THROUGH AUGUST 2023
NHA License K8N6P5Z4

N. Middlesex Regional HS

GRADUATED 1993
NHS, Principal's Award upon graduation

Contact

Top Skills

Independence

Office Equipment

Communication

Linnita Howe

Nanny
Hudson

Summary

Professionally and personally, my greatest skills are my connection to the subject of my work and my strong communication skills. The past ten years of my life have been a combination of professional elder care, child care, and volunteer work with youth (aged 12-18) in both my local church as well as a regional church organization. Through my work and volunteer experience in that time period, I've comforted, assisted, directed, encouraged, and emotionally strengthened those I've been tasked with working with. In the LNA field, my desire to connect with the elderly drove me to build connections with both my clients and, in some cases, their families. While in childcare, I'd developed strong directional skills (in terms of the children), as well as strong communication and collaborative skills with parents. In the context of my local and regional church organizations, my emotional connection with teens became the bedrock of my experience.

Experience

Self-employed

Nanny

December 2018 - November 2020 (2 years)

Hudson, New Hampshire, United States

- Transported child to activities
- Planned developmentally appropriate activities for the child
- Reinforced appropriate discipline (redirection & positive reinforcement)
- Implemented daily routines
- Planned and supervised group activities
- Facilitated communication between groups of parents
- Measured and administered medication as needed

All-Generations Home Care, Inc.

Caregiver

September 2006 - April 2017 (10 years 8 months)

Contractor Name
Key Personnel

DHHS Contract RFP-2022-BDAS-01-SUBST-06-A02

Name	Job Title	Salary Amount Paid from this Contract
Meg Shea	Chief Programs Officer	10% = \$12,500
Sarah Bernier	Program Director	100% = \$90,000
Jeffrey Ferguson	Program Manager	75% = \$37,500
Linnata Howe	Supervisor	100%= \$38,000
Open Position	Case Manager	67% = \$26,800



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

35 mat

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

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

March 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	334662-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	\$651,316	\$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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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	175226-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	(\$988,700)	\$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.

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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.

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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.

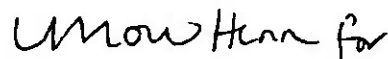
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and 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 T1083464 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. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-93-92-820510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHIS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$69,199	\$148,657		\$215,856
2023	074-500585	Community Grants	\$59,960	\$190,656		\$280,616
2024	074-500585	Community Grants	\$21,261	\$45,059		\$66,320
Sub-total			\$160,420	\$382,374		\$562,794

Bridge Street Recovery, LLC		341988-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$136,979	\$166,976		\$303,955
2023	074-500585	Community Grants	\$188,829	\$281,250		\$470,179
2024	074-500585	Community Grants	\$40,498	\$0		\$40,498
Sub-total			\$366,406	\$448,226		\$814,632

Center/Dartmouth Hitchcock, Keene		155405-B001		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	\$59,490	\$0		\$59,490
2024	074-500585	Community Grants	\$13,122	\$0		\$13,122
Sub-total			\$132,633	\$0		\$132,633

CC of Nashua/Greater Nashua Mental Health		154112-B001		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

Damas Home		290081-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$62,900	\$281,250	\$344,150		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$119,934	\$375,000	\$404,934		

Families in Transition		157730-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$196,021	(\$52,907)	\$143,114		
2023	074-500585	Community Grants	\$271,891	\$90,592	\$362,283		
2024	074-500585	Community Grants	\$58,106	(\$45,055)	\$13,051		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Grafton Cty		177397-B003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven Hill		275119-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902		
2023	074-500585	Community Grants	\$51,320	\$281,250	\$332,570		
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965		
Sub-total			\$111,437	\$375,000	\$486,437		

Manchester Alcohol Rehab Center, Easter Beels, Farnum Center		177204-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$166,941	\$0	\$166,941		
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976		
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208		
Sub-total			6452,125	\$0	\$452,125		

Southeastern NH Alcohol & Drug Abuse Services		155292-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142		
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020		
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696		
Sub-total			\$77,858	\$0	\$77,858		
SUB TOTAL GOV COMM			\$2,256,979	\$1,573,226	\$3,830,205		

05-95-02-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NHS: 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	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$148,857	(\$148,857)	\$0
2023	074-500585	Community Grants	\$190,858	(\$190,858)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dartmouth 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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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

Damas 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$148,857	\$562,094
2023	074-500585	Community Grants	\$575,605	\$190,658	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$362,374	\$1,490,763

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	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	\$55,236	\$0	\$55,236
2023	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,764	\$0	\$108,764
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Esler Beal's, Farnum 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	074-500585	Community Grants	\$497,996	\$0	\$497,996
2024	074-500585	Community Grants	\$108,407	\$0	\$108,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,316	(\$776,538)	\$4,006,778

05-95-92-020510-70400000 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 9/20/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$68,800	\$0	\$68,800
2023	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

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	074-500585	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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	(\$289,500)	\$308,100
Sub-total			\$2,391,000	(\$1,008,700)	\$1,382,300

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
SUB TOTAL 60R			\$4,825,625	(\$988,700)	\$3,836,925
Grand Total All			\$11,663,820	(\$182,012)	\$11,481,808

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

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 FIT/NHNNH, Inc., ("the Contractor").

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

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

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

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

1. P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,591,432
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, Paragraph 3.1.3., by adding Sub-paragraph 3.1.3.5. as follows:
3.1.3.5. The Contractor shall ensure a minimum total of 39 beds are available for Transitional Living Services provided through this agreement.
3. Modify Exhibit B, Section 3. Scope of Services, Subsection 3.8., Assistance Enrolling in Insurance Programs, Paragraph 3.8.1. by adding Subparagraph 3.8.1.4 as follows:
3.8.1.4. New Hampshire Medicare programs.
4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11. Coordination of Care, by adding Paragraph 3.11.13. to read:
3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.6. to read:
3.17.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.7. to read:

3.17.7. 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. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.8. to read:

3.17.8. 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, but is not limited to:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.9. to read:

3.17.9. 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:

3.17.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.17.9.2. 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.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

11. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

- 11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.
- 11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

12. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire FIT/NHNNH organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

- 12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.
- 12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

- 12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 12.1.2.2. Formula: Total current assets divided by total current liabilities.

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

- 12.2. In the event that the Contractor does not meet either:
- 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
- 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
13. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
14. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
15. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
16. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/17/2022

Date

DocuSigned by:
Katja S. Fox
E080C5001C631442

Name: Katja S. Fox

Title: Director

FIT/NHNNH, Inc.

2/16/2022

Date

DocuSigned by:
Maria Devlin
A531122874E140C

Name: Maria Devlin

Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/17/2022

Date

DocuSigned by:
Robyn Guarino
748734814911490

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
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Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

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- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

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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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

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- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

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- 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 individual 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;
 - 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 the Doorway and 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.

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- 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 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:
- 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
- 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
- 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with



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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
 - 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
 - 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
 - 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
 - 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
 - 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
 - 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
 - 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. 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

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
 - 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
 - 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
 - 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
 - 15.7.4. Document each medication taken in an individual's medication log, which includes:
 - 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
 - 15.7.4.2. The date and the time the medication was taken;
 - 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
 - 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
 - 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
 - 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

- 21.1.1. The right of access to treatment including:

- 21.1.1.1. 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

- 21.1.1.2. 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

- 21.1.2. The right to quality treatment including:

- 21.1.2.1. 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;

- 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

- 21.1.4. 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;

- 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

- 21.1.6. 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;

- 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

- 21.1.7.1. Freedom of movement; and

- 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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- 24.4.4. The program has a mechanism that enables it to:
- 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. 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
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. 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.
- 24.4.6. The program has procedures for:
- 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. 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.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
- 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. 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.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

**New Hampshire Department of Health and Human Services
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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 38.12%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 TI083464.
 - 1.2. 22.24%, 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 TI083326, which are only effective from the contract effective date through September 29, 2022.
 - 1.3. 19.64% General funds.
 - 1.4. 20.00% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-9, Women's 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-9, Women's Service 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

**New Hampshire Department of Health and Human Services
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- 4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Amendment #1, Transitional Living Program Budget
 - 4.1.3. Exhibit C-3, Women's Services Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-4, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-5, Transitional Living Program Budget
 - 5.1.3. Exhibit C-6, Women's Services Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-7, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-8, Transitional Living Program Budget
 - 6.1.3. Exhibit C-9, Women's Services Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For Medicaid enrolled individuals through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

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**New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services
 EXHIBIT C – Amendment #1**

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

- 8.1. The Contractor shall maintain documentation that includes, but is not limited to:
 - 8.1.1. Medicaid and/or Medicare ID of the individual receiving services.
 - 8.1.2. WITS ID of the individual receiving services, if applicable.
 - 8.1.3. Date range of stay per individual for which expenses apply.
 - 8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.
- 8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.
- 8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use

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Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2..

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1. above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

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10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
 - 10.3. Ensure backup documentation includes, but is not limited to:
 - 10.3.1. General Ledger showing revenue and expenses for the contract.
 - 10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 10.3.3. Receipts for expenses within the applicable state fiscal year.
 - 10.3.4. Cost center reports.
 - 10.3.5. Profit and loss reports.
 - 10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
19. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
20. Audits
 - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 20.1.1. 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.
 - 20.1.2. 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.
 - 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.

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EXHIBIT C – Amendment #1**

- 20.2. If Condition A exists, the Contractor shall 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.
- 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. 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.
- 20.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit I – Amendment #1

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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.



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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;



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- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



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to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

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Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



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

Department of Health and Human Services

FIT-NHNN, Inc

The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

Katja S. Fox

Maria Devlin

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Maria Devlin

Name of Authorized Representative

Name of Authorized Representative

Director

President & CEO

Title of Authorized Representative

Title of Authorized Representative

2/17/2022

2/16/2022

Date

Date



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

**Exhibit L – Amendment #1
Sample
ASAM END USER LICENSE AGREEMENT**

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

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public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

Contractor Initials 

Date 2/16/2022

30 mac



Lori A. Shilbrette
Commissioner

Katja S. Fox
Director

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

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

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

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

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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DocuSign Envelope ID: 09A81949-1C17-4C27-A5C7-81DDB0FDA1BF

DocuSign Envelope ID: 8BF1ECAE-F12A-4807-8D4F-51542326B1BC

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
+CAAB2984175473...

Lori A. Shibinette
Commissioner

05-85-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, RHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334862-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$69,199
2023	102-500731	Contracts for Prog Svc	\$89,981
2024	102-500731	Contracts for Prog Svc	\$21,201
Sub-total			\$180,421

Bridge Street Recovery, LLC		341988-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$130,979
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$366,405

Center/Danmouth Hitchcock Keene		155405-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$60,015
2023	102-500731	Contracts for Prog Svc	\$59,496
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

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

154112-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

Dismas Home

290061-B001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$198,022
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	\$64,632	
2023	102-500731	Contracts for Prog Svc	\$69,395	
2024	102-500731	Contracts for Prog Svc	\$14,827	
Sub-total			\$148,854	

Harbor Care		168574-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	

Headrest, 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	\$43,818	
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, Farmum Center

177204-B001

PO 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

Southeastern NH Alcohol & Drug
Abuse Services

155292-B001

PO 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			\$2,195,857

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
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,656
2024	102-500731	Contracts for Prog Svc	\$45,050
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,829
Sub-total			\$776,539

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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

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	\$91,228
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
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 City

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrest, 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,
Easter Seals, Famum 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	\$497,998
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

**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	\$76,338
2024	102-500731	Contracts for Prog Svc	\$16,311
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,853,772

06-95-92-920510-70400000 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) funding ends 8/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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, Famum 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
SUB TOTAL SOR			\$4,625,625
Grand Total All			<u>\$11,476,254</u>

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

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

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHHH, Inc.	Grafton 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
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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	Title
1 Sara Cleveland	
2 Paula Holgan	
3 Laurie Heath	
4	
5	

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

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 Grafton County New Hampshire ("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), 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, 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 modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B, Scope of Services, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/30/2022
Date

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

Grafton County New Hampshire

11/29/2022
Date

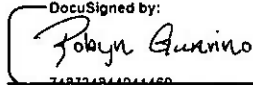
DocuSigned by:
Julie Libby
Name: Julie Libby
Title: County Administrator

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

OFFICE OF THE ATTORNEY GENERAL

12/1/2022

Date

DocuSigned by:

748734844011460
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 #2**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:
 - 1.1.1. Stopping or reducing substance misuse;
 - 1.1.2. Improving physical and mental health and social function; and
 - 1.1.3. Reducing risk for recurrence of substance misuse.
- 1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)
 - 1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:
 - 1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.
 - 1.2.1.2. Ensure all services:
 - 1.2.1.2.1. Focus on strengths and resilience of individuals and families;
 - 1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;
 - 1.2.1.2.3. Promote person-centered and self-directed approaches to care; and
 - 1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.
- 1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.
- 1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.
- 1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

2. Population Served

- 2.1. The Contractor shall provide services to individuals who:
 - 2.1.1. Have income below 400% of the Federal Poverty Level;
 - 2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and
 - 2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.
- 2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:
 - 2.2.1. The individuals who are aged 12 years and older; or
 - 2.2.2. The parent or legal guardian of an individual who is less than 12 years of age.
- 2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:
 - 2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or
 - 2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.
- 2.4. The Contractor shall provide services to eligible individuals who:
 - 2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;
 - 2.4.2. Have co-occurring mental health disorders; or
 - 2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;
 - 2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

- 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
- 2.5.1.3. Provide interim services 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:
- 2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;
- 2.5.1.3.2. Recovery support services as needed by the individual; or
- 2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.
- 2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. 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.
- 2.5.4. Individuals with substance use and co-occurring mental health disorders;
- 2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;
- 2.5.6. Veterans with SUD;
- 2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and
- 2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

- 3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

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this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (**ASAM**) **Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

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3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.2. Recovery Support Services

3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:

3.2.1.1. Provide individual or group **Intensive Case Management** in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

3.3. Interim Services

3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.3.1.2. Referral for HIV or TB treatment services, if necessary.

3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

3.4.1.1. The Contractor shall administer, or allow clients to self-administer, rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing at the time of the second session for outpatient services.

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

3.4.1.3.1. The provision of information;

3.4.1.3.2. Risk assessment; and

3.4.1.3.3. Intervention and risk reduction education.



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- 3.4.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:
 - 3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.
 - 3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.
 - 3.4.1.4.3. Link individuals to medical care and counseling services.
- 3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:
 - 3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and
 - 3.4.1.5.2. Clearly document the refusal in the individual's file.
- 3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:
 - 3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and
 - 3.4.1.6.2. Ensure follow-up services were provided as appropriate.
- 3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
- 3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2. *Tuberculosis*

- 3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual



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receiving SUD treatment services:

- 3.4.2.1.1. Counseling with respect to TB.
- 3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
- 3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.
- 3.4.2.2. The Contractor shall refer individuals, who are denied admission to the program based on lack of capacity, to other providers of TB services.
- 3.4.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:
 - 3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.
 - 3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 3.4.2.3.3. Providing case management to ensure individuals receive services.
- 3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

- 3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:
 - 3.5.1.1. Assess each individual's income prior to admission using the state provided electronic record system fee determination model; and
 - 3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.
- 3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:
 - 3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

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- 3.5.2.2. Document each inquiry in the individual's service record using the state approved electronic record system fee determination model; and
- 3.5.2.3. Ensure the individual receiving services signs each updated income assessment.
- 3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:
 - 3.5.3.1. 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:
 - 3.5.3.1.1. Face-to-face, in person;
 - 3.5.3.1.2. Face-to-face, virtually and/or electronically; or
 - 3.5.3.1.3. By telephone.
 - 3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the state provided electronic record system Social Detox Screen or another Department-approved tool, and document the results in the state provided electronic record system, to determine:
 - 3.5.3.2.1. The probability of eligibility for services under this Agreement; and
 - 3.5.3.2.2. The probability of the individual having a substance use disorder.
 - 3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.
- 3.6. Clinical Evaluation
 - 3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.
 - 3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) sessions for any outpatient levels of care.

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- 3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:
 - 3.6.3.1. More than 30 days have passed since the referring provider completed the evaluation;
 - 3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;
 - 3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or
 - 3.6.3.4. An individual presents without a completed evaluation.
- 3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.
- 3.6.5. The Contractor shall ensure the new evaluation is:
 - 3.6.5.1. Completed within three (3) sessions for any outpatient level of care, and
 - 3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.
- 3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:
 - 3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or
 - 3.6.6.2. 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:
 - 3.6.6.2.1. A service with a lower Intensity ASAM level of care;
 - 3.6.6.2.2. A service with the next available higher intensity ASAM level of care;
 - 3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or



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

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. 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 in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

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

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.1.4. New Hampshire Medicare programs.

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

3.9. Use of Evidence-Based Practices

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

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- 3.9.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:
 - 3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.
 - 3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or
 - 3.9.1.1.3. The service is based on a theoretical perspective that has validated research.
- 3.9.1.2. In accordance with:
 - 3.9.1.2.1. ASAM Criteria;
 - 3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and
 - 3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).
- 3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:
 - 3.9.2.1. Initial contact;
 - 3.9.2.2. Screening;
 - 3.9.2.3. Intake;
 - 3.9.2.4. Initial Clinical Evaluation/Assessment;
 - 3.9.2.5. Admission;
 - 3.9.2.6. On-going treatment services; and
 - 3.9.2.7. Discharge.
- 3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:
 - 3.9.3.1. Initial contact;
 - 3.9.3.2. Screening;
 - 3.9.3.3. Intake;
 - 3.9.3.4. Initial Clinical Evaluation/Assessment;
 - 3.9.3.5. Admission; and
 - 3.9.3.6. On-going treatment services.

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- 3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:
- 3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.
 - 3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:
 - 3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.
 - 3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

- 3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:
- 3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;
 - 3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:
 - 3.10.1.2.1. Specific, clearly defining what shall be done;
 - 3.10.1.2.2. Measurable, including clear criteria for progress and completion;
 - 3.10.1.2.3. Attainable, within the individual's ability to achieve;
 - 3.10.1.2.4. Realistic, the resources are available to the individual;

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- 3.10.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and
- 3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:
 - 3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.
 - 3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.
 - 3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.
 - 3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.
- 3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:
 - 3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;
 - 3.10.3.2. Goals have been met and problems have been resolved; or
 - 3.10.3.3. New goals and new problems have been identified.
- 3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:
 - 3.10.4.1. Justification for continued treatment at the current level of care;
 - 3.10.4.2. Transfer from one level of care to another within the same agency; or
 - 3.10.4.3. Discharge from treatment at the agency.
- 3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:
 - 3.10.5.1. 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



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- the individual to continue working toward treatment goals; or
- 3.10.5.2. 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; and /or
- 3.10.5.3. 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.
- 3.10.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in the state provided electronic record system, or an alternative Electronic Health Record (EHR) approved by the Department.
- 3.11. Coordination of Care
- 3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.
- 3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.
- 3.11.3. 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, but are not limited to:
- 3.11.3.1. 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



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provider.

- 3.11.3.2. 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.
- 3.11.3.3. Medication-Assisted Treatment (MAT) providers.
- 3.11.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.
- 3.11.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.
- 3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:
 - 3.11.5.1. Ensuring timely admission of individuals to services,
 - 3.11.5.2. Completing initial clinical evaluations as needed.
 - 3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.
 - 3.11.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.
- 3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.
- 3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:
 - 3.11.7.1. NH Division for Children, Youth and Families (DCYF).
 - 3.11.7.2. Probation and parole.
 - 3.11.7.3. Doorways.
- 3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.
- 3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.



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- 3.11.10. 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.
- 3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.
- 3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:
 - 3.11.12.1. Addresses all ASAM Dimensions;
 - 3.11.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and
 - 3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.
- 3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
- 3.12. The Contractor shall discharge an individual from the state provided electronic record system by closing the Episode when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:
 - 3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.
- 3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of the state provided electronic record system for each individual at the time of transfer or discharge from the program.
- 3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

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- 3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;
- 3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;
- 3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and
- 3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:
 - 3.14.4.1. 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; or
 - 3.14.4.2. 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 another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 3.14.4.3. 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
 - 3.14.4.4. 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.

3.15. Individual and Group Education

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

- 3.15.1.1. Substance use disorders.

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- 3.15.1.2. Relapse prevention.
- 3.15.1.3. Hepatitis C Virus (HCV).
- 3.15.1.4. Human Immunodeficiency Virus (HIV).
- 3.15.1.5. Sexually Transmitted Diseases (STDs).
- 3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
- 3.15.1.7. 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.
- 3.15.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.
- 3.15.2. 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.
- 3.15.3. The Contractor shall maintain an outline of each educational session provided.
- 3.16. Tobacco-Free Environment
 - 3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:
 - 3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.
 - 3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.
 - 3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.
 - 3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:
 - 3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;
 - 3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

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3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.16.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

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

3.17. Reserved

4. Web Information Technology System

4.1. The Contractor shall use the state provided electronic record system to record contact with individuals within three (3) days following the activity, unless otherwise stated in the guidance document(s). The Contractor shall utilize the state provided electronic record system to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

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

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the state provided electronic record system Information Acknowledgement and obtain the individual's signature on that format 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 system 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



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individual into the state provided electronic record system. 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 state provided electronic record system 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 the state provided electronic record system to enter information for non-BDAS individuals if the following conditions apply:
- 4.5.1. The Department has approved the Contractors' use of the state provided electronic record system for this purpose;
 - 4.5.2. The Contractor utilized the state provided electronic record system prior to September of 2019; and
 - 4.5.3. The Contractor does not have an alternative electronic health record available for use.
- 4.6. The Contractor shall cease utilizing the state provided electronic record system 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:
- 4.6.1. Individuals receiving BDAS-funded SUD treatment services,
 - 4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
- 4.7. The Contractor may use their own electronic health record (EHR), in addition to the state provided electronic record system, to record and track other data not collected in the state provided electronic record system, upon approval by the Department and only if the Department has access to the EHR.
- 4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in the state provided electronic record system.
- 4.9. The Contractor shall follow all the instructions and requirements in the most current User Guide, as provided by the Department.
- 4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.



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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.
 - 5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services
 - 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 telecommunication technology.
 - 5.2.3. Only authorized users have access to any 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.
 - 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 minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:
- 6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
 - 6.1.2. Staffing ratios for the following:
 - 6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide



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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 NH Licensed Counselor or Unlicensed Counselor 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 eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.
- 6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability 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. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:
- 6.1.2.4.1.1.
- 6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.
- 6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, 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



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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 the following topics, as approved by the Department, prior to beginning their internship:
 - 6.6.1. Ethics;
 - 6.6.2. 12 Core Functions;
 - 6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.6.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates 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, but not limited to:
 - 6.8.1. Common areas.
 - 6.8.2. Group rooms.
 - 6.8.3. Classrooms.
- 6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.
- 6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.
- 6.11. The Contractor shall ensure no Licensed Supervisor 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, and is documented in all staff members' records and evidence-based



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practices. Clinical supervision, shall include, at a minimum:

- 6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
 - 6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:
- 6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 6.13.2. The 12 core functions;
 - 6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.13.4. 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 protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:
- 6.14.1. Ethics;
 - 6.14.2. 12 Core Functions;
 - 6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 6.14.4. Information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.
- 6.15. The Contractor shall provide in-service training to all staff involved in individual care 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:
- 6.15.1. Contract requirements;
 - 6.15.2. Policies and procedures provided by the Department;
 - 6.15.3. Hepatitis C (HCV);

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- 6.15.4. Human immunodeficiency virus (HIV);
 - 6.15.5. Tuberculosis (TB); and
 - 6.15.6. Sexually transmitted diseases (STDs).
- 6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:
- 6.16.1. Advancements in the science and evidence-based practices of the SUD field; and
 - 6.16.2. State and federal laws and rules relating to confidentiality.
- 6.17. 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 which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

- 7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
- 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

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- 7.5. 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.
- 7.6. 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.
- 7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:
 - 7.7.1. The action(s) that shall be taken to correct each deficiency;
 - 7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 7.7.3. The specific steps and time line for implementing the actions above;
 - 7.7.4. The plan for monitoring to ensure that the actions above are effective; and
 - 7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

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

9. Reporting Requirements

- 9.1. The Contractor shall report individual demographic data in the state provided electronic record system for all BDAS funded individuals as specified in the current User Guide.
- 9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in the state provided electronic record system for:
 - 9.2.1. 100% of all individuals at admission.

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- 9.2.2. 100% of all individuals who are discharged.
- 9.3. The Contractor shall report all data *necessary for calculation* of the following performance measures in the state provided electronic record system and as specified in the User Guide:
 - 9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;
 - 9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
 - 9.3.4. Treatment completion: Percentage of individuals completing treatment; and
 - 9.3.5. National Outcome Measures (NOMS):
 - 9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.
 - 9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 9.4. The Contractor shall report all other data, as specified in the state provided electronic 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. ^{DS}The

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Contractor agrees that:

- 9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 9.7.1.1. Abuse;
 - 9.7.1.2. Neglect;
 - 9.7.1.3. Exploitation;
 - 9.7.1.4. Rights violation;
 - 9.7.1.5. Missing person;
 - 9.7.1.6. Medical emergency;
 - 9.7.1.7. Restraint; or
 - 9.7.1.8. Medical error.
- 9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.
- 9.9. The Contractor shall report critical incidents to other agencies as required by law.
- 9.10. 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.
- 9.11. 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.
- 9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.
- 9.13. The Contractor shall refer to the current User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

- 10.1. 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 vendor performance:
 - 10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

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- 10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;
- 10.1.4. Treatment completion: Percentage of individuals completing treatment; and
- 10.1.5. National Outcome Measures (NOMS): 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:
 - 10.1.5.1. 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 BDAS contracted SUD treatment provider).
 - 10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.
 - 10.2.1. 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.
 - 10.2.2. The Department may identify expectations for active and regular 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.
- 10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:
 - 10.3.1. Electronic and in-person individual record reviews.



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10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

- 10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.
- 10.5. 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.
- 10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.
- 10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.
- 10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

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- 11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.
- 11.3.1.2. 11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.
- 11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."
- 11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 11.3.4.1. Brochures.
 - 11.3.4.2. Resource directories.
 - 11.3.4.3. Protocols or guidelines.
 - 11.3.4.4. Posters.
 - 11.3.4.5. Reports.
- 11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 11.4. Operation of Facilities: Compliance with Laws and Regulations
 - 11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the



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foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

- 11.4.2. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.
- 11.4.3. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:
 - 11.4.3.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;
 - 11.4.3.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 11.4.3.3. Individual notification processes and procedures for transitioning records.
- 11.4.4. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 11.4.5. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

- 11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services



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hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

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

11.6.1.4. Medical records on each individual who receives services.

11.6.2. 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

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B, Amendment #2**

shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Cheshire Medical Center organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.



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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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



**New Hampshire Department of Health and Human Services
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- 12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 12.1.5. Total Lines of Credit:
 - 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.
 - 12.1.5.2. The Contractor will report on any new borrowing activities.
 - 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

DS
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CERTIFICATE OF AUTHORITY

I, Omer C. Ahern, Jr. 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 the Grafton County Board of Commissioners.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Commissioners, duly called and held on November 29, 2022, at which a quorum of the Commissioners were present and voting.
(Date)

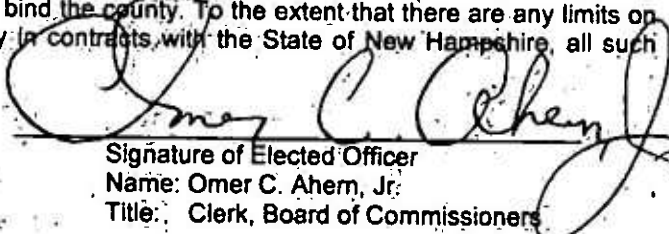
VOTED: That Julie L. Libby, County Administrator
(Name and Title of Contract Signatory)

is duly authorized on behalf of Grafton County, 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 county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 29, 2022



Signature of Elected Officer
Name: Omer C. Ahern, Jr.
Title: Clerk, Board of Commissioners



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		Member Number: 603	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	X Statutory		\$2,000,000
			Each Accident		\$2,000,000
			Disease – Each Employee		
			Disease – Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH, Department of Health and Human Services 129 Pleasant St Concord, NH 03301			Date: 11/29/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Grafton County Board of Commissioners

Wendy Piper, Chairman

Linda Lauer, Vice-Chairman

Omer C. Ahern, Jr. Clerk

Lucille Buteau

Objective

To work as part of a team to achieve desired goals and to provide high quality service.

Summary

- Over 20 years of experience in counseling, management, supervision and group facilitator
- NH Certified Impaired Driver Intervention instructor for 9 years
- Certified HiSET testing proctor
- Highly effective in promoting a positive, productive environment
- Reputation for excellence and high-quality service to individuals
- Strong interpersonal and communication skills.

Professional Experience

03/21/2016 - Present

Grafton County

North Haverhill NH

Grafton County Department of Corrections Substance Abuse Coordinator and Clinical Supervisor

10/01/2014 - 03/21/16

Grafton County

North Haverhill NH

Director of Grafton County Alternative Sentencing Programs.

06/15/2007— 04/07/2014 TRI-County Community Action Program Berlin, NH

Division Director of Substance Abuse Services

Supervise 7 programs and 30 staff members, develop programs, submit grants, request for proposal and contracts.

11/20/2006— 06/14/2007

TRI-County Community
Action Program

Berlin, NH

Clinical Director of Friendship House

Provide clinical supervision to clinical staff and administration staff on a daily basis, carry a caseload of 5 clients and conduct educational classes and group therapy

01/06/2006— 11/19/2007

TRI-County Community
Action Program

Berlin, NH

Program Director of Impaired Driver Impairment Programs

NH Certified Impaired Driver Intervention Instructor and Counselor

Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

08/18/2005— 06/15/2007

TRI-County Community
Action Program

Berlin, NH

Part Time Administration Assistant and Impaired Driver Intervention Instructor and Counselor

Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

05/01/1999— 06/15/2003

Northern NH Mental Health

Berlin, NH

A substance abuse counselor and a mental health crisis care worker.

Degrees

NH Licensed Clinical Supervisor 0049	July 2019
NH Licensed Alcohol and Drug Counselor 0539	October 2002
Bachelor's Degree in Science Springfield College	June 2000
Associate degree in Human Science, Berlin Community College	June 1997

Lindsey Rich



Profile

I am a mother of two daughters, an Army veteran, who has a breadth of work experience. This resumes purpose is to serve as a marker for my professional experience to date. .

Education

WOODSVILLE HIGH SCHOOL-WOODSVILLE, NH

- General Studies
- Diploma

WHITE MOUNTAINS COMMUNITY COLLEGE-LITTLETON CAMPUS

- Inter-Disciplinary Associates Degree
- In process of completion (64 credit hours)

Skills & Abilities

- Adapted to technology
- Team player
- Great interpersonal skills
- Communication skills, both verbal and written, are beneficial

Experience

ADMINISTRATIVE ASSISTANT | GRAFTON COUNTY | 2017-2019

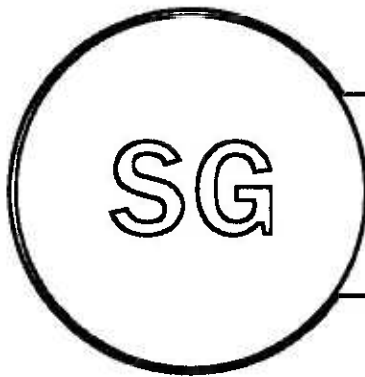
- Responsibility include answering phones, organizing storage spaces, ordering supplies, processing UA's, updating and creating charts/files, billing and invoicing, assisting the director and all office staff in any other tasks that are needed. I created a few excel spreadsheets that help track progress as well as data required for reporting to the County's Commissioners.

LICENSED NURSING ASSISTANT (LNA) | GRAFTON COUNTY | 2016-2019

- Assisting 30 residents with their activities of daily living, reporting any issues to the nurse on staff, HIPPA compliance as well as communicating all aspects in a timely manner.

NEW HAMPSHIRE NATIONAL GUARD | ARMY | 2007-2014

- Responsible for the mental and physical well-being of the soldiers in my unit, documenting and keeping medical records, following military protocol, reporting up my chain of command and making on the spot decisions for the best interests of my soldiers. I was deployed to Afghanistan for 10 months.



SCOTT GORDON

CONTACT INFO

[REDACTED CONTACT INFORMATION]

EDUCATION

BACHOLOR OF ARTS IN HUMAN SERVICES • JULY 1, 2020 • SNHU

Course work: Case management, Law and Ethics in Human Services, Public Policy and Advocacy, Human Service Capstone, Communication Skills for Human Service Professionals

ASSOCIATES BUSSINESS ADMINISTRATION • JANUARY 1, 2022 • SNHU

Course work: Human Relations in Administration, Marketing, Principles of Finance, Managing and Accounting

EXPERIENCE

SUBSTACNE ABUSE COUNSOR/LIFE SKILL INSTRUCTOR • GRAFTON COUNTY DOC • AUGUST 14, 2022 – PRESENT

Provides and coordinates recovery maintenance, release planning and life skills education.

CORPORAL • GRAFTON COUNTY DOC • FEBUARY 2019 – AUGUST 2022

Insuring safety and security of the facility, supervising inmates and staff, serves as an OIC as assigned, incoming/outgoing mail procedures, work in a team and independent setting.

FIELD TRAINING OFFICER/ OFFICER • GRAFTON COUNTY DOC • NOVEMBER 2013– JANUARY 2019

Training new employees in housing unit facility/housing unit operations. Maintaining a safe and secure housing unit. Booking/Intaking new inmates. Managing housing unit operations. Completes tasks directed by OIC.

CALAVARY SCOUT• UNITED STATES ARMY • MAY 2010– SEPTEMBER 2013

ASIST training, MRTA, Bus Driver School. Level One Combative's, Level Two Combative's, Battlefield Combative's, Spur Ride, Combat Spur Ride, Cavalry Scout Training, Map reading, weapon operations and maintenance, Radio Control Operator, Blue Force Tracking, Land Navigation, Combat movement, training new recruits, operation and maintenance on Bradley's, HUMV, and MRAP.

Rachel Harness



OBJECTIVE

Programs Sergeant for the BDAS Grant

EDUCATION

Corrections Officer Certification ~ 82nd *New Hampshire Association of Counties Correctional Academy* ~ Concord, NH ~ 2010

Associate of Science Degree in Criminal Justice ~ *Franklin Pierce College*, Lebanon, NH ~ 2005

High School Diploma ~ *Oxbow High School*, Bradford, VT ~ 2002

River Bend Career and Technical Center ~ Bradford, VT ~ 2000-2002

Professional Development: Taser Certified (current), Completed the *Primex Supervisory Success Series*; First Aid and CPR certified (current); Serving on the *River Bend Career and Technical Center Public Safety Advisory Board* (current)

Job Specific Skills: Community Corrections- Approving Inmates for programs (Pre-Trial Services, Electronic Monitoring, FIRR), Conducting home checks (Breathalyzers and Urinalysis), Applying Electronic Monitoring bracelet on Inmate, Monitoring Veri Tracks (EM bracelet software), Having the On-Call phone for the Department. Outside work detail- Farm stand operations, closing for season, communicating with the public, delivering potatoes to Food Pantries. Instructing classes to students in person and Virtually to schools throughout Grafton County and neighboring Vermont schools. Shift Supervisor, File and record maintenance; Trained in restraint techniques and defensive tactics; Exceptional at booking procedures; Key control; Central Control operations; Housing unit operations

Honors/Awards: Commendation from Superintendent Elliott, 2020; Sergeant of Operation Impact Program, 2018; Promotion to Sergeant, 2016; Promotion to Corporal, 2011; Officer of the Quarter, first quarter of 2016 and third quarter of 2010; Field Training Officer, 2010-2011

SUPERVISORY EXPERIENCE

Programs Sergeant at Grafton County Department of Corrections, North Haverhill, NH ~ May 2022 to Current

- Responsible of all Inmate Programs
- Work alongside Substance Abuse Counselors
- Coordinating volunteer programs such as A.A. and Church services
- Make sure Inmates have access to Religious materials.

Operation Impact Program Sergeant at Grafton County Department of Corrections, North Haverhill, NH ~ July 2018 to May 2022

- Presenting classes to students in schools throughout Grafton County and some Vermont schools.
- Covering topics like Bullying, Making good choices to Drugs and Alcohol.
- Creating new presentation and updating existing ones
- Consistently maintain necessary annual certifications

Acting Lieutenant for Community Corrections at Grafton County Department of Corrections, North Haverhill, NH ~ May 2021 to June 2021

- Supervision of the Community Corrections Department staff
- Supervising Inmates on Pre-Trial Services, Electronic Monitoring Program and FIRR Program
- Communicating with Attorneys and Prosecutors
- Being On-Call for the Department and verifying Veri Tracks for EM bracelet software

Outside Work Detail Sergeant at Grafton County Department of Corrections, North Haverhill, NH ~ September 2020 to December 2020

- Supervising Inmates outside of secured facility and doing daily tasks- Cardboard and trash from Nursing home and Administration building.
- Interacting with the public at the Farm stand and delivering potatoes to Food Pantries.

- Farm Stand duties- Harvesting vegetables, weeding, preparing for off season- pulling plastic, shutting down Farm Stand
- Conducting Farm chores- Feeding- Pigs and Chickens, Cleaning pens for Pigs, Chickens and Cows

Corrections Sergeant at Grafton County Department of Corrections, North Haverhill, NH ~ 2016 to July 2018

- Successfully supervise staff as the Shift Supervisor
- Assure safety and security to staff, inmates and visitors
- Manage inmates using care, custody and control
- Consistently maintain necessary annual certifications along with conducting evaluations on staff

Corrections Corporal at Grafton County Department of Corrections, North Haverhill, NH ~ 2011 to 2016

- Successfully supervise staff as Shift Supervisor, Booking/Intake Supervisor, and Assistant Shift Supervisor
- Manage inmates using care, custody, and control in a variety of situations
- Assure safety and security of staff, inmates, and visitors
- Consistently maintain necessary annual certifications

Field Training Officer (FTO), Grafton County Department of Corrections, North Haverhill, NH ~ 2010 to 2011

- Demonstrated professionalism on a variety of levels while doing general corrections tasks
- Worked effectively to provide general training to probationary officers
- Successfully documented trainee's progress
- Worked with superior officers to communicate progress and promote trainee onto next level

Corrections Officer at Grafton County Department of Corrections, North Haverhill, NH ~ August 2009 to 2011

- Successfully maintained safe and secured environment
- Properly documented watches on various inmates for a variety of reasons
- Promoted overall professionalism within and outside the Department

RELATED EXPERIENCE

Lou's Restaurant, Hanover, NH ~ October 2007 to April 2009

- Consistently demonstrated proper work ethic
- Communicated successfully with the general public
- Managed various simultaneous duties by successfully multi-tasking

River Bend Career and Technical Center, Bradford, VT ~ 2000 to 2002

- Served community on Bradford Life Squad, Bradford, VT
- Received various field related certifications
 - CPR
 - First Aid
 - First Responder
 - Firefighter – Level 1

REFERENCES

Available upon request

Nicole Mitchell

Licensed Alcohol and Drug Counselor, Vermont and New Hampshire
Licensed Clinical Supervisor, NH
Registered Yoga Teacher



EXPERIENCE

Grafton County Alternative Sentencing, North Haverhill NH- LADC

June 2022-Current

Director of Alternative Sentencing and substance use treatment provider
All duties listed below as well as responsibility for program development, marketing, collaborating with outside agencies, writing policy, budgeting and overseeing office staff.

October 2019-June 2022

Clinical provider to programs under the Alternative Sentencing umbrella including Adult misdemeanor and felony diversion, CARE and CARE+ programs, Mental Health Court (substance related) and juvenile diversion.

Assessment

Individual therapy

Group therapy - Moral Reconition Therapy model

Family therapy

Licensed Clinical Supervisor

Valley Vista, Bradford VT— Program Manager Adult Men

October 2018- October 2019

Supervision of clinical staff

Program Development and policy adherence

Assessment, treatment planning and case management

Individual, family and group therapy

Facilitating Treatment Team Meetings

Collaboration with other providers in the states of VT and in New England

October 2018-April 2019 - Transitional Aged Youth Program Manager

Oversight of Tutorial staff and program on site.

Supervision of clinical staff

Program Development and policy adherence

Assessment, treatment planning and case management

SKILLS

Efficient

Self Motivated

Honest

Team Player

Trauma Sensitive

Certified Yoga Teacher

Trainer for Seven

Challenges

Trained in Seeking Safety

Trained in SMART

Recovery

Certified Child and
Adolescent Trauma Professional
(CATP)

AWARDS

Psi Chi

Employee of the year

LANGUAGES

English

Individual, family and group therapy

Facilitating Treatment Team Meetings

Collaboration with other providers in the states of VT and in New England

February 2016-October 2018 Adolescent Program Director

Supervision of residential staff and clinical staff

Assessment, treatment planning and case management

Individual, family and group therapy

Facilitating Treatment Team Meetings

Collaboration with other Vermont substance use providers working with adolescents.

**Clara Martin, Bradford VT— *Child and Family Team Leader
Transitional Aged Youth Coordinator***

March 2014- February 2016

Began as the Transitional Ages Youth coordinator in 2014

Program development

Assessments

Supervision of the JOBS program (Jump on Board for Success) and YIT (Youth in Transition) program,

Individual therapy, family therapy, group therapy

Interagency collaboration

Promoted to the Child and Family Team Lead

Supervision of all agency clinicians under the child and family team (clinicians who held cases for ages 0-22).

Coordination of care with schools, pediatricians and other supporting agencies in Orange county communities.

Individual therapy, family therapy, group therapy

Assessments

Program development

Facilitating interagency collaborations for providers who share common clients

Sovereign Journey, Bethlehem NH—*Lead Clinician*

February 2013- February 2014

Individual therapy, family therapy, group therapy

Facilitating treatment team meetings

Collaborating with educators and case managers
Marketing
Admissions

Valley Vista, Bradford VT-Program Director
March 2006-February 2013

Primary Therapist Adolescent unit:

Individual therapy, family therapy, group therapy
Family Programming
Case Management

Primary Therapist Women's unit:

Individual therapy, family therapy, group therapy
Case Management
Insurance Reviews

Assistant Program Director Women's Unit:

Supervisor of residential staff
Program Development
Primary therapist responsibilities

Program Director Women's Unit- Interim Director of Men's unit

Supervision of clinicians on assigned unit
Program Development
Group therapy assessment and quality assurance

EDUCATION

**Dartmouth College, Hanover NH— *Master of Liberal Arts-
concentration in substance use disorders***

June 2007 - May 2010

**Plymouth State University, Plymouth NH— *Bachelor of Arts,
Psychology***

Cassie Manning



EXPERIENCE

GRAFTON COUNTY ALTERNATIVE SENTENCING, North Haverhill, NH - Case Manager

May 2022-Present

- Provide clients with resources to fulfill basic life needs, such as: insurance, employment, primary care doctor, treatment (outpatient or inpatient), community service resources, housing, and any additional needs the client may need.
- Case Manager assists all the programs that Alternative Sentencing has to offer: CARE, CARE+, Misdemeanor Diversion, and Felony Diversion.
- Case Manager assists client in keeping track of their basic needs for each program: attendance, appointments, drug screen, community service, fees, and essays (if necessary)
- Administers Drug Screens.
- Held to standard of clinical documentation
- Provides intakes
- Assists clients with any necessary paperwork to help get them stabilized in the community
- Connects clients to need based resources: utility bills, rent, transportation, and community resources.
- Communication with legal and probation/parole offices

HOLDING HANDS FLORIDA Melbourne , FL — Psychosocial Rehabilitation

June 2021- April 2022

- Provide person-centered care to clients in their home, community, and in an office setting.
 - Individual Sessions
 - Group Sessions
- Assist clients with accessing and coordinating services and resources in their communities and work to ensure that the client has access and knowledge to the best possible treatment.
- Assist clients with learning and developing
 - Life Skills, Social skills, Independent Living Skills, Communication Skills, and Medication Management Skills
- Intake Paperwork
- Setting appointments
- Working with teenagers and adults.

SKILLS

Proficient on the telephone and computer

Verbal and Written Professional Communication

Time Management

Customer Service

Cognitive Behavioral Therapy

Referrals

Nicole Mitchell

Supervisor @ Valley Vista
1603-728-5350

Milagros Nieves

Supervisor and CEO of Holding Hands Florida
321-622-6290

STEPS, Cocoa, FL — *Counselor*

February 2021-May 2021

- Performs initial and on-going assessments of clients'
- Prepares substance abuse/use biopsychosocial evaluations
- Responsible for maintaining original, accurate and up-to-date case records
- Run weekly groups based on Living in Balance Curriculum
- Communicate with Family Allies and DOC
- Document monthly reports and discharge

Valley Vista, Bradford, VT— *Primary Therapist*

November 2014-August 2019

- Training and Facilitated 7 Challenges Groups
- Facilitating Addiction based Group Therapy
- Individual caseload
- Seeking Safety
- CPI Training
- Work individually or with a team
- Set up aftercare plans
- Document weekly individual sessions and group sessions

EDUCATION

University of Central Florida, Orlando, FL—*Graduate Program for MSW*

Attended from August of 2019-October 2020

Thomas College, Waterville, Maine — *BS Criminal Science/Minor in Sociology*

Completed May 2014

Woodville High School, Location — *Diploma*

September 2006 - June 2010

Appendix E

Program Staff List							
New Hampshire Department of Health and Human Services							
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR							
Proposal Agency Name: <u>Grafton County</u>							
Program:							
Budget Period: <u>7/1/22-6/30/23</u>							
A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hourly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amount Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Administrative Salaries							
Substance abuse program director	Lucille Buteau	35.94	40	\$70,190	\$70,190	100%	Corrections
Administrative Assistant	Lindsey Rich	\$21.83	24	\$27,244	\$45,406	60%	GCAS
						#DIV/0!	
						#DIV/0!	
Total Admin. Salaries				\$97,434	\$115,596	84%	
Direct Service Salaries							
Counselor	Scott Gordon	24.33	16	\$17,520	\$44,119	40%	Corrections
Program Coordinator	Rachel Harrness	31.28	40	\$66,579	\$66,579	100%	Corrections
SUD Clinician	Nicole Mitchell MA, LADC	\$35.03	40	\$72,862	\$72,862	100%	GCAS
Case Manager	Cassie Manning	\$21.51	40	\$44,741	\$44,741	100%	GCAS
						#DIV/0!	
						#DIV/0!	
Total Direct Salaries				\$201,702	\$228,301	88%	
Total Salaries by Program				\$299,135.88	\$343,897.53	87%	
Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.							
*Please list which site(s) each staff member works at, if your agency has multiple sites.							



Lori A. Shiblette
Commissioner

Katja S. Fox
Director

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

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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	334662-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	\$651,316	\$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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

His Excellency, Governor Christopher T. Sununu
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Grafton County New Hampshire	177397-B003	Statewide	\$464,325	\$0	\$464,325	O: 10/13/21 #30
Headrest	175226-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	(\$988,700)	\$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.

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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 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,



Lori A. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-93-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HIS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$89,199	\$146,657	\$215,856	
2023	074-500585	Community Grants	\$89,900	\$190,656	\$280,618	
2024	074-500585	Community Grants	\$21,261	\$45,059	\$66,320	
Sub-total			\$180,420	\$382,374	\$562,794	

Bridge Street Recovery, LLC		341985-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$136,979	\$166,978	\$303,955	
2023	074-500585	Community Grants	\$188,829	\$281,250	\$470,179	
2024	074-500585	Community Grants	\$40,498	\$0	\$40,498	
Sub-total			\$366,406	\$448,228	\$814,632	

Center/Darlington Hitchcock Keene		135405-B001		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	

CC of Nashua/Greater Nashua Mental Health		154112-B001		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	

Dismas Home		290061-001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$62,909	\$281,250	\$344,159		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$119,934	\$375,000	\$494,934		

Families in Transition		157730-001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$198,021	(\$52,907)	\$143,114		
2023	074-500585	Community Grants	\$271,691	\$90,592	\$362,283		
2024	074-500585	Community Grants	\$58,106	(\$45,059)	\$13,047		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Grafton Cty		177397-003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,832	\$0	\$64,832		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,627	\$0	\$14,627		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,053	\$0	\$26,053		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven HA		275119-D001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902
2023	074-500585	Community Grants	\$31,320	\$281,250	\$332,570
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965
Sub-total			\$111,437	\$375,000	\$466,437

Manchester Alcohol Rehab Center, Easter Seals, Farmum Center		177204-D001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$188,941	\$0	\$188,941
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208
Sub-total			\$452,125	\$0	\$452,125

Southeastern NH Alcohol & Drug Abuse Services		155292-B001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696
Sub-total			\$77,858	\$0	\$77,858
SUB TOTAL GOV COMM			\$2,256,979	\$1,573,225	\$3,830,205

05-05-02-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DV 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	\$146,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,656	(\$190,656)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Danmouth 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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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

Dimas Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$91,225	\$0	\$91,225
2023	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$146,657	\$562,094
2023	074-500585	Community Grants	\$575,805	\$190,658	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$382,374	\$1,496,763

Grafton City

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$136,976	\$0	\$136,976
2023	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	\$55,236	\$0	\$55,236
2023	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,784	\$0	\$108,784
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easier Beals, Famum 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	074-500585	Community Grants	\$497,996	\$0	\$497,996
2024	074-500585	Community Grants	\$108,407	\$0	\$108,407
Sub-total			\$958,206	\$0	\$958,206

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,006	\$0	\$165,006
SUB TOTAL CLINICAL			\$4,783,316	(\$776,538)	\$4,006,776

05-85-92-020510-70400000 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 9/29/22.

Dridge 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	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

Damas 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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$1,703,400	(\$719,200)	\$1,074,200
2023	074-500585	Community Grants	\$597,800	(\$269,500)	\$328,300
Sub-total			\$2,391,200	(\$988,700)	\$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
SUB TOTAL SOR			\$1,625,625	(\$958,700)	\$3,036,825
Grand Total All			\$11,869,820	(\$192,012)	\$11,473,808

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

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 Grafton County New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 modify the scope of services to support continued delivery of these services; and

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.8., Assistance Enrolling in Insurance Programs, Paragraph 3.8.1., by adding Subparagraph 3.8.1.4. as follows:
3.8.1.4. New Hampshire Medicare programs.
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11. Coordination of Care, by adding Subparagraph 3.11.13. as follows:
3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards, to read:
3.17. RESERVED
4. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:
6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.
5. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:
6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.
6. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:
11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:
11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or

marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

7. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Grafton County New Hampshire organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

- 12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.
- 12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 12.1.4. Net Assets to Total Assets:
 - 12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 12.1.5. Total Lines of Credit:
 - 12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.
 - 12.1.5.2. The Contractor will report on any new borrowing activities.
 - 12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.
- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive

corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

8. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
11. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/22/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

Grafton County New Hampshire

2/22/2022

Date

DocuSigned by:
Julie Libby

Name: Julie Libby
Title: County Administrator

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

OFFICE OF THE ATTORNEY GENERAL

2/22/2022

Date

DocuSigned by:
Robyn Guarino
748731841041400...

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
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Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

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- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

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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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

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- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

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- 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 individual 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;
 - 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 the Doorway and 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.

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- 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 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:
 - 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
- 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
- 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
 - 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
 - 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
 - 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. 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

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
 - 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
 - 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
 - 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
 - 15.7.4. Document each medication taken in an individual's medication log, which includes:
 - 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
 - 15.7.4.2. The date and the time the medication was taken;
 - 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
 - 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
 - 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
 - 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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20.1. 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.

20.2. 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.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. 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

21.1.1.2. 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

21.1.2. The right to quality treatment including:

21.1.2.1. 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;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. 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;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. 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;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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24.4.4. The program has a mechanism that enables it to:

- 24.4.4.1. Maintain contact with individuals awaiting admission;
- 24.4.4.2. 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
- 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment

24.4.5. 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.

24.4.6. The program has procedures for:

- 24.4.6.1. Selecting, training, and supervising outreach workers.
- 24.4.6.2. 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.
- 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
- 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

- 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
- 24.4.7.2. 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.
- 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 TI083464.
 - 1.2. 23.10% General funds.
 - 1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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 Exhibit C-1 SUD Treatment Services Budget through Exhibit C-6 Services for Incarcerated Individuals Budget.
 - 3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.2. Ensure approval for Exhibit C-1 SUD Treatment Services Budget through Exhibit C-6 Services for Incarcerated Individuals 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, 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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Services for Incarcerated Individuals Budget

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

- 5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-3, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-4, Services for Incarcerated Individuals Budget
- 6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-5, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-6, Services for Incarcerated Individuals Budget
- 7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department’s Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor’s agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%

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[Handwritten Initials]

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

350% - 399%	77%
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- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

- 8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:
 - 8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.
 - 8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.
- 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.
- 8.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.

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**New Hampshire Department of Health and Human Services
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EXHIBIT C – Amendment #1**

8.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

8.5.1. If the individual owns a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

8.5.2. If the individual does not own a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

- 9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
- 9.3. Ensure backup documentation includes, but is not limited to:
 - 9.3.1. General Ledger showing revenue and expenses for the contract.
 - 9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 9.3.3. Receipts for expenses within the applicable state fiscal year.
 - 9.3.4. Cost center reports.
 - 9.3.5. Profit and loss reports.

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**New Hampshire Department of Health and Human Services
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- 9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Département.
10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
 11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301
 12. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
 13. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
 14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
 15. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 16. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
 17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 18. Notwithstanding Paragraph 17 of the General Provisions⁴ Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1**

Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

19.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

19.2. If Condition A exists, the Contractor shall 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.

19.3. 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.

19.4. 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.

19.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.



New Hampshire Department of Health and Human Services

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

Contractor Initials DS
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Date 2/22/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services
Exhibit I – Amendment #1

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

Department of Health and Human Services

Grafton County

The State

Name of the Contractor

Katja S. Fox

Julie Libby

Signature of Authorized Representative

Signature of Authorized Representative

katja S. Fox

Julie Libby

Name of Authorized Representative

Name of Authorized Representative

Director

County Administrator

Title of Authorized Representative

Title of Authorized Representative

2/22/2022

2/22/2022

Date

Date



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

**Exhibit L – Amendment #1
Sample
ASAM END USER LICENSE AGREEMENT**

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

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compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER.

By: _____

Print Name: _____

Title: _____


Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____


 Contractor Initials *SL*
 Date 2/22/2022

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Lori A. Shibiaccie
Commissioner

Katja S. Fox
Director

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

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

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

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

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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DocuSign Envelope ID: 29404596-35E2-4ED6-9533-002BB2EF0A19

DocuSign Envelope ID: 68F1ECAE-F12A-4807-8D4F-51542326B1BC

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
4CA82064125473...

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		334882-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$89,189
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-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$136,979
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$366,405

Center/Dartmouth Hitchcock Keene		155405-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$60,015
2023	102-500731	Contracts for Prog Svc	\$59,498
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

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

290061-8001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
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	\$198,022
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	\$64,632
2023	102-500731	Contracts for Prog Svc	\$69,395
2024	102-500731	Contracts for Prog Svc	\$14,827
Sub-total			\$148,854

Harbor Caro		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

Headrest, 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, Famum Center**

177204-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$166,941
2023	102-500731	Contracts for Prog Svc	\$234,977
2024	102-500731	Contracts for Prog Svc	\$50,208
Sub-total			\$452,125

**Southeastern NH Alcohol & Drug
Abuse Services**

155292-B001

PO 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	\$7,698
Sub-total			\$77,858
SUB TOTAL GOV COMM			\$2,195,857

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
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,656
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,829
Sub-total			\$776,539

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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

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	\$91,226
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
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 Cty

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrest, 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 HRI

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$104,169
2023	102-500731	Contracts for Prog Svc	\$108,784
2024	102-500731	Contracts for Prog Svc	\$23,239
Sub-total			\$236,172

**Manchester Alcohol Rehab Center,
Easter Seals, Famum 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	\$497,998
2024	102-500731	Contracts for Prog Svc	\$106,407
Sub-total			\$958,208

**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	\$76,338
2024	102-500731	Contracts for Prog Svc	\$16,311
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,653,772

05-95-92-920610-70400000 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 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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, Famum 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
SUB TOTAL SOR			\$4,625,625
Grand Total All			<u>\$11,475,254</u>

**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

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHNM, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven HJ, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
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	8	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	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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	Title
1 Sara Cleveland	
2 Paula Holigan	
3 Laurie Heath	
4	
5	

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

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 Headrest ("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), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$805,107
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, Section 3.16. State Opioid Response (SOR) Grant Standards, by adding Subsection 3.16.13., to read:
3.16.13. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
4. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 13.964%, 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.
 - 1.2. 68.86%, 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 H79T1085759, which are only effective from

September 30, 2022 through September 29, 2023.

1.3. 7.193% General funds.

1.4. 9.983% Other funds (Governor's Commission).

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/28/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Headrest

11/21/2022

Date

DocuSigned by:

David Belanger

Name: David Belanger

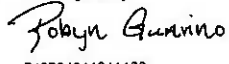
Title: Director of Clinical Operations; Acting Exec Director

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

OFFICE OF THE ATTORNEY GENERAL

11/28/2022

Date

DocuSigned by:

749734844941480
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:

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 61466

Certificate Number: 0005770571



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

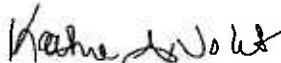
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on November 21, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Matthew McKenney, Chair of the Board and/or David Belanger, Interim Executive Director (may list more than one person) (Name and Title of Contract Signatory)

are duly authorized on behalf of Headrest to enter into contracts or agreements with the State 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: 11/22/22



Signature of Elected Officer
Name: Kathie J. Nolet
Title: Headrest Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2022

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Maureen Demick PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: mdemick@rowleyagency.com														
INSURED Headrest and Headrest dba CAIP 14 Church Street Lebanon NH 03766	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Eastern Alliance Insurance Co.</td> <td style="text-align: center;">10724</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company		INSURER B: Eastern Alliance Insurance Co.	10724	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company															
INSURER B: Eastern Alliance Insurance Co.	10724														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2440341	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			PHPK2440342	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB24443	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			128046-01 States Covered: NH	7/15/2022	7/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	Professional Liability			PHPK2440341	7/15/2022	7/15/2023	Incident Limit \$1,000,000 Aggregate Limit \$3,000,000

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

CERTIFICATE HOLDER State of New Hampshire Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301-3857	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 Maureen Demick/DEMICK <i>Maureen Demick</i>
---	--



Mission Statement (updated January 2020)

Headrest supports individuals and their families, friends and neighbors affected by substance use, navigating recovery, or in crisis, by providing effective programs and treatment options that support prevention and long-term recovery.

Headrest will never turn anyone away.

Vision:

We imagine a world where there is no shame in getting the help you need.

HEADREST, INC.
FINANCIAL STATEMENTS
June 30, 2021 and 2020

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ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire

Opinion

We have audited the accompanying financial statements of Headrest, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2021 and the statements of activities and changes in its net assets, functional expenses and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

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

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

Exercise professional judgement 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 Headrest, Inc.'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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Headrest, Inc.'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.

Report on Summarized Comparative Information

We have previously audited Headrest, Inc.'s 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 16, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Rowley & Associates, P.C.
Concord, New Hampshire
February 11, 2022

HEADREST, INC
 STATEMENT OF FINANCIAL POSITION
 June 30, 2021, With Comparative Totals for June 30, 2020
 See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Total	2020
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 619,776	\$ 131,211	\$ 750,987	\$ 468,485
Accounts receivable	111,860	-	111,860	110,500
Prepaid expenses	-	-	-	4,800
TOTAL CURRENT ASSETS	<u>731,636</u>	<u>131,211</u>	<u>862,847</u>	<u>583,785</u>
FIXED ASSETS				
Land	19,010	-	19,010	19,010
Building and improvements	241,037	-	241,037	241,037
Furnishings and equipment	252,845	-	252,845	201,123
Total Fixed Assets	512,892	-	512,892	461,170
Less accumulated depreciation	(367,002)	-	(367,002)	(345,474)
	<u>145,890</u>	<u>-</u>	<u>145,890</u>	<u>115,696</u>
OTHER ASSETS				
Loan origination fee, net of amortization	248	-	248	374
TOTAL ASSETS	<u>\$ 877,774</u>	<u>\$ 131,211</u>	<u>\$ 1,008,985</u>	<u>\$ 699,855</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 3,285	\$ -	\$ 3,285	\$ 21,765
Accrued expenses	52,922	-	52,922	57,905
Line of credit	-	-	-	-
Current portion of long term debt	11,117	-	11,117	10,628
TOTAL CURRENT LIABILITIES	<u>67,324</u>	<u>-</u>	<u>67,324</u>	<u>90,298</u>
LONG-TERM LIABILITIES				
Long term debt	12,622	-	12,622	23,738
OTHER LIABILITIES				
SBA Payroll Protection Program loan	-	-	-	182,300
TOTAL LIABILITIES	<u>79,946</u>	<u>-</u>	<u>79,946</u>	<u>296,336</u>
NET ASSETS				
Net assets without donor restriction	797,828	-	797,828	403,519
Net assets with donor restriction	-	131,211	131,211	-
TOTAL NET ASSETS	<u>797,828</u>	<u>131,211</u>	<u>929,039</u>	<u>403,519</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 877,774</u>	<u>\$ 131,211</u>	<u>\$ 1,008,985</u>	<u>\$ 699,855</u>

HEADREST, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2021
With Comparative Totals for the Year Ended June 30, 2020
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Total	2020
SUPPORT AND REVENUE				
State contracts	\$ 658,746	\$ -	\$ 658,746	\$ 536,315
Local government grants	101,460	-	101,460	123,510
Contributions	140,456	56,211	196,667	157,492
Service fees	755,104	-	755,104	658,399
Other grants	254,412	75,000	329,412	282,057
SBA Paycheck Protection Program loan forgiveness	182,300	-	182,300	-
Interest	645	-	645	226
TOTAL SUPPORT AND REVENUE	2,093,123	131,211	2,224,334	1,757,999
Net assets released from donor imposed restrictions	-	-	-	-
EXPENSES				
Program services	1,420,020	-	1,420,020	1,264,857
Management and general	240,897	-	240,897	176,965
Fundraising	37,897	-	37,897	37,263
	1,698,814	-	1,698,814	1,479,085
Increase in net assets	394,309	131,211	525,520	278,914
Net Assets, Beginning of year	403,519	-	403,519	124,605
Net assets, End of year	\$ 797,828	\$ 131,211	\$ 929,039	\$ 403,519

HEADREST, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2021
With Comparative Totals for the Year Ended June 30, 2020
See Independent Auditors' Report

	Program Services			Management & General	Fundraising	2021	2020
	Outpatient	CMRD	Total			Total	Total
Payroll	\$ 716,702	\$ 238,901	\$ 955,603	\$ 83,096	\$ 26,633	\$ 1,065,332	\$ 982,461
Payroll taxes	60,620	20,206	80,826	7,028	2,253	90,107	78,118
Fringe benefits	88,993	29,664	118,657	10,318	3,307	132,282	114,961
Professional fees	-	-	-	33,836	-	33,836	30,432
Telephone and internet	2,368	967	3,335	2,232	-	5,567	3,664
Printing	-	-	-	1,013	608	1,621	4,936
Depreciation	12,762	5,212	17,974	3,681	-	21,655	16,736
Rent	27,834	11,369	39,203	8,029	-	47,232	43,472
Utilities	16,287	6,652	22,939	4,698	-	27,637	29,217
Billing Services	45,347	-	45,347	-	-	45,347	43,373
Repairs and maintenance	42,911	17,527	60,438	12,379	-	72,817	25,556
Supplies	9,163	3,742	12,905	9,043	-	21,948	16,083
Vehicle expense	5,272	2,154	7,426	4,767	-	12,193	8,479
Interest	785	321	1,106	225	-	1,331	3,722
Insurance	22,170	9,056	31,226	2,715	870	34,811	29,941
Food	-	18,510	18,510	-	-	18,510	18,266
Professional development	907	370	1,277	2,252	-	3,529	8,015
Membership dues and fees	-	-	-	13,268	-	13,268	9,129
Laundry	-	2,319	2,319	-	-	2,319	2,270
Miscellaneous	-	929	929	-	4,226	5,155	6,662
Website & Marketing	-	-	-	42,317	-	42,317	3,592
TOTAL EXPENSES	\$1,052,121	\$ 367,899	\$ 1,420,020	\$ 240,897	\$ 37,897	\$ 1,698,814	\$1,479,085

Notes to Financial Statements

HEADREST, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2021 and 2020
See Independent Auditors' Report

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 525,520	\$ 278,914
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	21,655	16,736
Forgiveness of SBA Paycheck Protection Program loan	(182,300)	-
(Increase) in Operating Assets		
Accounts receivable	(1,360)	(1,501)
Grants receivable	-	20,000
Prepaid expenses	4,800	(403)
(Decrease) increase In Operating Liabilities		
Accounts payable	(18,481)	10,144
Accrued expenses	(4,983)	19,941
Line of credit	-	(35,128)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>344,851</u>	<u>308,703</u>
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of vehicle and equipment	<u>(51,722)</u>	<u>(18,341)</u>
CASH FLOW FROM FINANCING ACTIVITIES		
Net Proceeds, Payroll Protection Plan		182,300
Repayments of long term notes payable	<u>(10,627)</u>	<u>(10,984)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>(10,627)</u>	<u>171,316</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	282,502	461,678
Cash and cash equivalents, beginning of year	<u>468,485</u>	<u>6,807</u>
Cash and cash equivalents, end of year	<u>\$ 750,987</u>	<u>\$ 468,485</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW		
Cash paid for interest	<u>\$ 1,331</u>	<u>\$ 3,722</u>

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2021 and 2020

NOTE 1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the uses of a telephone hotline and office visitations. Headrest also provides outpatient counseling, residential treatment, and information to the community relating to drugs and alcohol. The organization's primary source of income is from state contracts, service fees, grants, and donations.

Significant Accounting Policies

The summary of significant accounting policies of the Organization is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The Organization maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2021 and 2020

NOTE 1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

All acquisitions of property and equipment in excess of \$1,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method. Depreciation expense was \$21,655 and \$16,736 for the years ended June 30, 2021 and 2020, respectively.

Income taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Grants Receivable and Recognition of Donor Restricted Contributions

Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restriction if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction. Contributions of long-lived assets are considered without donor restriction unless the donor specifies a time-restriction.

The Organization provides for losses on grants and accounts receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of donors to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible grants and accounts receivable when management determines the receivable will not be collected. There were no balances in the allowance account related to accounts receivable as of June 30, 2021 and 2020 because all amounts were deemed collectable.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2021 and 2020

NOTE 1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. For the years ended June 30, 2021 and 2020 the Organization had no cash equivalents.

Public Support and Revenue

All contributions are considered to be without donor restriction use unless specifically restricted by the donor.

Functional Expenses

Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the related activities.

Cost Allocation

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are payroll, payroll taxes, and fringe benefits which are allocated on the basis of estimates of time and effort; rent, depreciation, utilities, and maintenance and repairs which are allocated on the basis of space utilized for the related activities.

Compensated Absences

Employees of Headrest are entitled to earned benefit time (EBT) depending on job classification, length of service and other factors. The accrued expense for EBT for the fiscal years ended June 30, 2021 and 2020 were \$13,756 and \$24,485 respectively.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with agencies, organizations and individuals having outstanding balances and current relationships with them. There was no balance in the allowance for doubtful accounts as of June 30, 2021 and 2020.

Estimates

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

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2021 and 2020

NOTE 1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2021 and 2020, the Organization had \$500,971 and \$218,485 in uninsured cash balances, respectively.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

Reclassifications

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

Subsequent Event

Management has evaluated subsequent events through February 11, 2022, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure.

Subsequent to the year ended June 30, 2021 the Organization was involved in a merger with Community Alcohol Information Program (a non-profit organization). The merger became effective on August 13, 2021.

There were no other events matching this criterion during this period.

NOTE 2. ECONOMIC DEPENDENCY

A substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2021 and 2020 revenue from the contract was approximately 29% and 30%, respectively of total revenue.

NOTE 3. LINE OF CREDIT

The Organization has a \$75,000 line of credit with a local bank through January, 2022, collateralized by all assets, with interest at Wall Street Journal prime. Interest was 3.25% as of June 30, 2021. The outstanding balance was \$0 and \$0 as of June 30, 2021 and 2020, respectively.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2021 and 2020

NOTE 4. NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:

	<u>June 2021</u>	<u>June 2020</u>
Mortgage note payable with bank with interest at 4.5% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$996.45, secured by all assets of the organization.	\$ 23,739	\$ 34,366
Less current maturities	<u>11,117</u>	<u>10,628</u>
Long term debt, less current maturity	<u>\$ 12,622</u>	<u>\$ 23,738</u>

Scheduled principal repayments on long term debt for the next four years and thereafter follows:

Year Ending <u>June 30</u>	
2022	\$ 11,117
2023	11,627
2024	<u>995</u>
Total	<u>\$ 23,739</u>

NOTE 5. OPERATING LEASES

The Organization entered a five-year and three-month lease beginning February 2018 and expiring April 2023 for office space. Rent expense related to this lease was \$42,432 and \$41,072 for the years ended June 30, 2021 and 2020, respectively. Future minimum rent related to this lease as of June 30 is:

2022:	47,040
2023:	<u>40,500</u>
	<u>\$ 87,540</u>

The Organization entered a lease beginning January 2020 and expiring June 2020 with the right to extend the lease a year at a time after the end date. Rent expense related to this lease was \$4,800 and \$2,400 for the years ended June 30, 2021 and 2020, respectively.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2021 and 2020

NOTE 6. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Significant other Observable Inputs (Level 2)
<u>2021</u>		
Accounts receivable	<u>\$ 111,860</u>	<u>\$ 111,860</u>
<u>2020</u>		
Accounts receivable	<u>\$ 110,500</u>	<u>\$ 110,500</u>

The fair market value of accounts receivable are estimated at the present value of expected future cash flows.

NOTE 7. NET ASSETS WITH DONOR RESTRICTIONS

Net assets subject to expenditure for specific purpose as of June 30:

	<u>2021</u>	<u>2020</u>
Business Contributions	\$ 31,346	\$ -
Byrne Foundation Grant	75,000	-
Spring Appeal	<u>\$ 24,865</u>	<u>\$ -</u>
Total Net Assets with Donor Restrictions	<u>\$ 131,211</u>	<u>\$ -</u>

NOTE 8. SBA PAYCHECK PROTECTION PROGRAM LOAN

On April 16, 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$182,300. On December 3, 2020, the full amount of the loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2021 and 2020

NOTE 9. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary sources of support are contributions, state contracts and grants. Most of that support is held for the purpose of supporting the Organization's budget. The Organization has the following financial assets that could readily be made available within one year to fund expenses without limitations:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 750,987	\$ 468,485
Accounts receivable	<u>111,860</u>	<u>110,500</u>
	862,847	578,985
Less amounts required to be held for donor restriction	<u>(131,211)</u>	<u>-</u>
	<u>\$ 731,636</u>	<u>\$ 578,985</u>



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

Headrest Board Officers & Affiliations

Matt McKenney – Board Chair

[REDACTED]

Jay Leiter – Vice Chair

[REDACTED]

Development CTE

Laura Cousineau – Secretary (Retired)

[REDACTED]

Nominating CTE. Chair
Development CTE.
Governance CTE.

Perry Eaton – Treasurer

[REDACTED]

Board Treasurer*
Finance CTE chair
IT CTE. Chair

Stacie Fisk – Board Member

[REDACTED]

Merrimack County Sheriff's Office

Lauren Chambers – Board Member

[REDACTED]

Dartmouth Health



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

John Vasant – Board Member

[REDACTED]
[REDACTED]
[REDACTED]

Facilities cte. Chair

Karl Ebbighausen – Board Member

[REDACTED]
[REDACTED]
[REDACTED]

Nominating CTE.

Kathie Nolet – Board Member

[REDACTED]

Mascoma Bank

David G. Belanger, Jr.

LICENSURE AND EDUCATION:

- **NH Master Licensed Alcohol and Drug Counselor, license # 0948**
- **M.A. in Clinical Mental Health Counseling**, Union Institute and University, Cincinnati, OH
December 2007
- **B.A in Psychology**, Southern New Hampshire University, Manchester, NH December 2003,
3.8 GPA
- **A.A. in Liberal Studies**, Hesser College, Manchester, NH January 1999, 3.8 GPA

WORK EXPERIENCE:

HEADREST

Lebanon, NH

Director of Clinical Operations

May 2022 to Present

Oversees all clinical operations of Headrest Treatment Programs.

FARNUM CENTER OUTPATIENT SERVICES

Manchester, NH

Director Of Outpatient Services

January 2021 to May 2022

Work includes: Oversight of Outpatient Counseling and Medication Assisted Treatment Programs. Supervision of 6 outpatient counseling staff, one medication assisted treatment program staff, and one front office staff. Providing supervision to staff pursuing Licensed Alcohol and Drug Counselor or Master Licensed Alcohol & Drug Counselor licensure. Reviewing and signing off on all outpatient program progress notes, assessments, and treatment plans prior to their being posted for billing.

Working with Vice President of Clinical Services to insure proper compliance with agency, state, and federal guidelines. Working with staff from billing, utilization, and medical departments to insure compliance and cooperation between these departments. Designing evidence based Intensive Outpatient and Partial Hospitalization programs. Interviewing and hiring staff as needed. Running staff meetings. Monitoring the physical plant of building where outpatient services are conducted

Outpatient Substance Abuse Counselor duties, as needed; outlined below.

Outpatient Substance Abuse Counselor

June 2019 to January 2021

Work includes: Completing face to face level of care assessments, providing individual and group counseling (group treatment modalities include Intensive Outpatient, Partial Hospitalization, Resiliency in Recovery, and Impaired Driver Intervention Aftercare) to clients with co-occurring substance abuse and mental health disorders, utilizing Three Principles, cognitive behavioral, and motivational interviewing based methods; writing progress notes & discharge summaries, designing treatment plans based on goals agreed upon with clients, providing individual Impaired Driver Intervention Aftercare counseling, providing supervision to staff pursuing Licensed Alcohol and Drug Counselor or Master Licensed Alcohol & Drug Counselor licensure, reviewing and signing off on all outpatient program progress notes prior to their being posted for billing.

GRAFTON COUNTY ALTERNATIVE SENTENCING PROGRAMS

North Haverhill, NH

August 2015 to June 2019

Therapist

Work included: assessment of candidates for Grafton County Adult Diversion Program, treatment of Adult Diversion participants with co-occurring substance abuse and mental health disorders; also provided these services to Grafton County Drug Treatment Court participants from August 2015 to December 2018; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods, writing progress notes & discharge summaries, designing treatment plans based on goals agreed upon with clients, and facilitating intensive outpatient and aftercare group therapy sessions, participating in weekly multi-disciplinary team meetings, serving as liaison to other treatment providers

HEADREST, INC.

Lebanon, NH

April 2014 to August 2015

Outpatient Substance Abuse Counselor

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods, writing progress notes, assessments, and discharge summaries, designing treatment plans based on goals agreed upon with clients, and facilitating intensive outpatient and men's aftercare group therapy sessions. Also providing on-call coverage for both Headrest crisis hotline

VALLEY VISTA

Bradford, VT

November 2013 to April 2014

Primary Therapist, Men's Residential Substance Abuse Treatment Unit

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and 12-Step Facilitation methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; facilitating psycho-educational and process group therapy sessions, working with health insurance copies to establish a length of stay appropriate for client's needs, and working as part of a multi-dimensional team (clinical, medical, and psychiatric) to provide the best level of care for clients.

HEADREST, INC.

Lebanon, NH

January 2007 to November 2013

Outpatient Substance Abuse Counselor

May 2008 to November 2013

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods, writing progress notes, assessments, and discharge summaries, designing treatment plans based on goals agreed upon with clients, and facilitating intensive outpatient and dialectical behavioral group therapy sessions. Also providing on-call coverage for both Headrest crisis hotline and Headrest Dialectical Behavioral Therapy program, at least once per month.

- Performing same duties with individuals incarcerated at the Grafton County House of Corrections (16 hours per week, since May 2008), in the Grafton County Drug Court Sentencing Program, and in the Grafton County Electronic Monitoring Program.

Hotline Coordinator

January 2007 to May 2008

Work included: oversight of 24-hour crisis hotline; answering crisis calls, supervision of 9 staff members, insuring hotline is in compliance with American Association of Suicidology guidelines, serving on Quality Assurance Board, working with business manager on budgeting and marketing, coordination of services with other facilities, and conducting trainings. Other duties include on-call coverage, staff scheduling, and doing screenings for residential and outpatient counseling programs.

- Also completed 1500 hour counseling internship, required by graduate school program

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY

Claremont, NH

June 2004 to Dec 2006

Community Services Coordinator, Brookshire Group Home

Work included: oversight of day and residential program for 3 developmentally disabled individuals; supervision and training of 15 staff members; and design and implementation of service plans with family service coordinators, psychologists, and legal guardians. Other duties include behavioral intervention, staff scheduling, writing monthly and annual progress reports, overseeing clients' medical care, working with agency nurse trainer to insure proper medication administration procedures are followed, insuring residence functions with state certification guidelines, on-call crisis coverage (for both the residence and agency), mentoring new coordinators, and interviewing, hiring, and training new staff.

LICENSURE AND CERTIFICATIONS:

- Master Licensed Alcohol and Drug Counselor, license # 0948
- Dialectical Behavioral Therapy Certification, December 2011. Completed 80 hours of training provided by Behavioral Tech LLC. Certified to provide Dialectical Behavioral Therapy in both individual and group settings. Certification also entail competency to train other staff in Dialectical Behavioral Therapy. Designed and implemented Headrest's Dialectical Behavioral Therapy program with other members (3) of Dialectical Behavioral Therapy team. Currently providing individual and group treatment to Dialectical Behavioral Therapy program participants.
- Have attended and completed trainings on topics such as Personality Disorders; treating Bipolar Disorder; treating Eating Disorders, Seeking Safety, helping National Guard Members and their families cope before, during, and after a deployment; and other trainings required by the State of New Hampshire.
- Attended Annual Conference on Psychological Trauma: Neuroscience, Attachment, and Therapeutic Interventions, sponsored by The Meadows. Boston, MA. June 15-June 17, 2006 (21 continuing education hours). Attended workshops on acute intervention with victims of war and terrorism, neuropsychological assessment of traumatized adults and children, and interventions with victims of human trafficking.
- Also knowledgeable in American Sign Language

References available upon request.

Erin V Masury



Objective:

I am seeking a position in which I can utilize my experience and education to help the company achieve its goals and be a vital and integral member of a team of professionals.

Work Experience:

Becket Family Services, Youth Counselor/Community Leader, July 2015 to Present

- Mentoring challenged teenagers to overcome struggles.
- Establishing boundaries and coping skills for teenagers.
- Leading indoor and outdoor activities to provide positive experiences.
- Maintaining a safe and therapeutic environment for students and faculty.
- Programming activities and daily interaction with students.
- Developing and supervising subordinate staff.

S Formulators, July 2014 to July 2015

- Managed closely held natural body care business.
- Responsible for international and domestic shipping logistics.
- Directed all material operations.
- Developing new products.
- Directed trade shows and developed market strategy.

New Horizons for New Hampshire, Reception/Shelter Staff/HMIS Administrator, April 2010 to July 2014

- Administered services to at-risk and homeless population in a major metropolitan area.
- Developed fund raising strategy and outreach to support not for profit objectives.
- Scheduled and directed delivery of community service and supervised volunteers.
- Supervised residents.
- Developed policy and interacted with governmental oversight and regulation.

Stonefalls Gardens, Sales/Gardener, April 2005 to July 2017

- Led sales team.
- Designed display gardens.

Bookkeeping.
Implemented customer reward system.

Education:

Hamilton College, Bachelor of Science in Business Management, 2004

Skills:

Highly organized.
Working knowledge in Microsoft Office/Excel/PowerPoint.
Excellent communication skills.
Able to multitask.
Leadership skills.
Able to work well with others as well as independently.

MARCY COUGHLIN



Looking for a permanent position utilizing my varied healthcare background and skills.

EXPERIENCE

02/2022 TO PRESENT

BUSINESS OFFICE MANAGER, HEADREST

05/2020 TO 02/2022

INFORMATION SYSTEMS COORDINATOR, NH NEUROSPINE INSTITUTE

Organized and implemented complete filing system that needed to be purged and updated. Manage support cases with third-party EHR vendor and regular follow-up. Assist with internal IT support tickets, monthly reports, onboarding and training staff and many other various duties.

01/2014 – TO 05/2020

UR SPECIALIST/SYSTEM ADMINISTATOR, FARNUM CENTER

Gather and report all clinical data necessary for prior authorizations with very high success rates. Track and manage all EHR user accounts, security and licenses. Developed and implemented internal auditing system for clinical records and improved compliance rate to 99%. Verify and document insurance benefits prior to all appointments and coordinate benefits as needed to ensure payment of claims.

07/2011 – TO 07/2014

CUSTOMER SERVICE/CASH OFFICE/DEPARTMENT MANAGER, KOHL'S

Assisted with customer transactions and resolution of any issues with merchandise and appropriate resolution follow-up. Maintained opening cash procedures and balancing activities for closing. Promoted to supervisor and managed Intimate & Accessory Department.

11/2009 – TO 6/2011

ADMINISTRATIVE/OFFICE STAFF, WEBSTER PLACE RECOVERY CENTER

Collected and recorded all financial transactions and provided documentation for upper management staff. Organized events and outings for the clients. Maintained office supplies and assisted clients with various needs.

8/2005 TO 6/2007

DATA ENTRY/CLERICAL SPECIALIST, SSIMED CORPORATION

Data entry of ICD-9 and CPT codes from office visit documentation for claim submission. Managed EOB's and submitted to all Secondary and Tertiary payers for payment.

12/1998 TO 3/2005

DATA ENTRY/CLAIMS SPECIALIST/ELIGIBILITY, DATAPREP, INC

Data entry of claims with speed and accuracy earning weekly cash bonus. Maintained and updated Cigna database until outsourced in 2005.

EDUCATION

2009

MEDICAL BILLING & CODING, SALTER COLLEGE

College credit courses completed with GPA 3.57. AAPC certified – not renewed

2019

**HEALTHCARE ADMINISTRATION WITH INFORMATION MANAGEMENT,
SOUTHERN NEW HAMPSHIRE UNIVERSITY**

Currently maintaining GPA 3.909 and slated to graduate in 2022.

SKILLS

- Ability to identify process deficiencies and find solutions for better efficiency.
- Ability to find a solution-based answers that resolve issues.
- Detail Oriented
- Organized
- Team Oriented

ACTIVITIES

I have a varied background in healthcare that could lend itself to a range of positions. Detail oriented and independent, but also a team player to assist wherever my skills can contribute.

Eric C. Harbeck Jr

EDUCATION & TRAININGS

UNIVERSITY OF NEW HAMPSHIRE

Masters of Social Work, May 2020

COLBY-SAWYER COLLEGE

Bachelor of Arts in Psychology, May 2011

RECOVERY COACH ACADEMY—CCAR MODEL

Certificate of Completion, June 2016

PROFESSIONAL LICENSES

LICENSED INDEPENDENT CLINICAL SOCIAL WORKER (LICSW), License #2833

PROFESSIONAL EXPERIENCE

HEADREST, INC., Lebanon, NH

Director of Policy and Compliance – August 2022 – Present

Responsible for the development, implementation and accountability of all policies, procedures and compliance of regulations at the agency.

- Identify, implement and oversee staff trainings applicable to regulatory standards and licensing agency and contract requirements.
- Review, revise and update agency procedures and policies to reflect current information and relative updates to standards of care and practice.
- Work with agency staff to identify compliance issues and collaborate on a plan of correction to rectify the issue.

COUNSELING ASSOCIATES, Claremont, Newport and Hanover, NH

Outpatient Therapist – September 2020 – July 2022

Provide individual counseling within the outpatient program for adults and adolescents. Responsible for assessments, diagnosis and treatment planning for new or transferred clients.

- Provide mental health or substance use evaluations and assessments.
- Support client's in developing a client-centered treatment plan, using focus on client identified strengths.
- Refer clients to appropriate services or providers to address other areas of concern the client identifies.
- Collaborate with other health care professionals to address client needs.

COUNSELING ASSOCIATES, Claremont and Hanover, NH

Advanced Clinical Internship – September 2019 – May 2020

Provide individual counseling within the outpatient program for adults and adolescents. Responsible for assessments, diagnosis and treatment planning for new or transferred clients.

- Responsible for either substance use or mental health disorder assessment and treatment planning.
- Collaborate with other health care professionals to meet all the client's needs.
- Work with the Integrated Care Team to assist clients with meeting needs as determined by their Social Determinates of Health.

Eric C. Harbeck Jr

WEST CENTRAL BEHAVIORAL HEALTH, Lebanon, NH

MSW Student Intern – September 2018 – May 2019

Provide individual counseling within the Adult Outpatient Enhanced Care Program for adults ages 18 and older. Responsible for providing treatment, completing quarterly reviews, assessments and treatment planning for new or transferred clients.

- Responsible for conducting assessments and completing treatment plans for all clients.
- Extensive clinical work with dual diagnosis.
- Collaboration with other mental health professionals within the mental health center.

HEADREST, INC., Lebanon, NH

Assistant Director - July 2018-Present

Work directly with the Executive Director to support programs, ensure agency policies and procedures are withheld and contract requirements are met.

- All duties and responsibilities listed under Business Manager
- Supervise employees as designated who have direct involvement in coordination of care or billing operations.

Business Manager - May 2017-July 2018

Monitor agency financials including account receivables and account payables, conduct quality review of service encounters prior to billing for payment.

- Connect, maintain and supervise relationships with insurance agencies, claim submission and reimbursement and compliance.
- Assist the Executive Director with any agency projects, grant funding proposals and other duties as assigned.
- Assist the Board Treasurer and Executive Director in generating new fiscal year budget.
- Manage applications, renewals or termination of benefits for all employees.
- Review and correct payroll for submission to payroll service, submit bills to payroll service.

Hotline/Residential Counselor - May 2014-July 2018

Support callers in crisis by providing active listening and referral to additional services. Assist residents in various stages of recovery meet treatment goals established with their Case Manager.

- Answer calls on all hotlines, prioritizing calls on the National Suicide Prevention Life-line.
- Utilize active listening skills to provide comfort and understanding while identifying ways to further assist the caller.
- Enter call notes in the order which they were received detailing the contents of each call while identifying the primary, secondary and tertiary purpose and type of call.
- Observe residents administer their medications, verifying the correct medication, dose and frequency.
- Facilitate morning or evening group with residents discussing topics or matters concerned in early recovery.
- Provide case management to residents in the form of developing treatment plans, assisting residents in finding employment and alternative housing.

Eric C. Harbeck Jr



SKILLS

- Participated in a Primary Care Behavioral Health - Integrated Care Program, 2019.
- Clinical knowledge and experience in use of Motivational Interviewing and Cognitive Behavioral Therapy.
- Proficient in use of computers and computer related applications.
- Excellent qualitative research skills.
- Outstanding interpersonal communication skills.
- Team oriented.

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
David Belanger	Clinical Director	\$26,250
Erin Masury	Director of Residential Services	\$61,000
Marcy Coughlin	Business Manager	\$10,352
Eric Harbeck	Director of Policy and Compliance	\$9,600



Lori A. Shibleyette
Commissioner

Katja S. Fox
Director

35
max

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

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

March 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	334662-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	\$651,316	\$375,000	\$1,026,316	O: 10/13/21 #30
FIT/NHNN, Inc.	157730-B001	Statewide	\$2,216,432	\$375,000	\$2,591,432	O: 10/13/21 #30

His Excellency, Governor Christopher T. Sununu
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Grafton County New Hampshire	177397- B003	Statewide	\$464,325	\$0	\$464,325	O: 10/13/21 #30
Headrest	175226- 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	(\$988,700)	\$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.

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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.

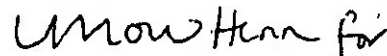
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and 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 T1083464 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. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-05-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, IHHS; DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$69,199	\$146,657	\$215,856	
2023	074-500585	Community Grants	\$99,900	\$190,656	\$290,518	
2024	074-500585	Community Grants	\$21,261	\$45,059	\$66,320	
Sub-total			\$180,420	\$382,374	\$562,794	

Bridge Street Recovery, LLC		341988-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$136,979	\$166,076	\$303,055	
2023	074-500585	Community Grants	\$186,929	\$281,250	\$470,179	
2024	074-500585	Community Grants	\$40,498	\$0	\$40,498	
Sub-total			\$364,406	\$448,226	\$814,632	

Center/Dartmouth Hitchcock Keene		155405-B001		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	

CC of Nashua/Greater Nashua Mental Health		154112-B001		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	

Dismas Home		290061-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$62,909	\$281,250	\$344,159		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$119,934	\$375,000	\$494,934		

Families In Transition		157730-D001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$199,021	(\$52,907)	\$143,114		
2023	074-500585	Community Grants	\$271,691	\$90,592	\$362,283		
2024	074-500585	Community Grants	\$58,106	(\$45,059)	\$13,047		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Grifton Crty		177397-B003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven Hill		275119-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902		
2023	074-500585	Community Grants	\$31,320	\$281,250	\$332,570		
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965		
Sub-total			\$111,437	\$375,000	\$480,437		

Manchester Alcohol Rehab Center, Easter Beals, Farmum Center		177204-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$186,941	\$0	\$186,941		
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976		
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208		
Sub-total			\$452,125	\$0	\$452,125		

Southeastern NH Alcohol & Drug Abuse Services		155292-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142		
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020		
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696		
Sub-total			\$77,858	\$0	\$77,858		
SUB TOTAL GOV COMM			\$2,296,979	\$1,573,226	\$3,830,205		

05-95-02-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS; DV 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	\$146,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,658	(\$190,658)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,306	(\$290,306)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dartmouth 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	\$128,091	\$0	\$128,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$283,095	\$0	\$283,095

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	\$59,647	\$0	\$59,647
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,542	\$0	\$129,542

Damas 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$29,031	\$0	\$29,031
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	\$415,437	\$148,637	\$562,094
2023	074-500585	Community Grants	\$576,805	\$190,658	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$362,374	\$1,496,763

Grafton City

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$136,976	\$0	\$136,976
2023	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,764	\$0	\$108,764
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	074-500585	Community Grants	\$497,996	\$0	\$497,996
2024	074-500585	Community Grants	\$108,407	\$0	\$108,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,316	(\$76,538)	\$4,006,778

05-05-02-020510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

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	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

Damas 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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$377,200

Hope on Haven HB

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$325,900	\$0	\$325,900
2023	074-500585	Community Grants	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Beams, Farnum 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	\$597,800	(\$269,500)	\$328,300
Sub-total			\$2,391,200	(\$988,700)	\$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
SUB TOTAL SOR			\$4,825,625	(\$938,700)	\$3,636,925
Grand Total All			\$11,685,920	(\$182,012)	\$11,473,908

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

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 Headrest ("the Contractor").

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 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 modify the scope of services to support continued delivery of these services; and

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.6. to read:
 - 3.1.6 The Contractor shall ensure a minimum total of **14 beds** are available for ASAM Level 3.1, Low-intensity Residential Treatment services provided through this Agreement.
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:
 - 3.7.1.4. New Hampshire Medicare programs.
3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:
 - 3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.6. to read:
 - 3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

3.16.7. 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.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

3.16.8. 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, but is not limited to:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

3.16.9. 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:

3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.16.9.2. 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.

8. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

10. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

11. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Headrest organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

12.2. In the event that the Contractor does not meet either:

- 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
- 12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

- 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
- 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

- 12. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
- 13. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
- 14. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
- 15. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/17/2022

Date

DocuSigned by:

Katja S. Fox

E09005B04C63442...

Name: Katja S. Fox

Title: Director

Headrest

2/17/2022

Date

DocuSigned by:

Cameron Ford

4038B92C250CA72...

Name: Cameron Ford

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/17/2022

Date

DocuSigned by:
Robyn Guarino
748734644841480

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-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

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- 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 individual 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;
 - 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 the Doorway and 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.

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- 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 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:
 - 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

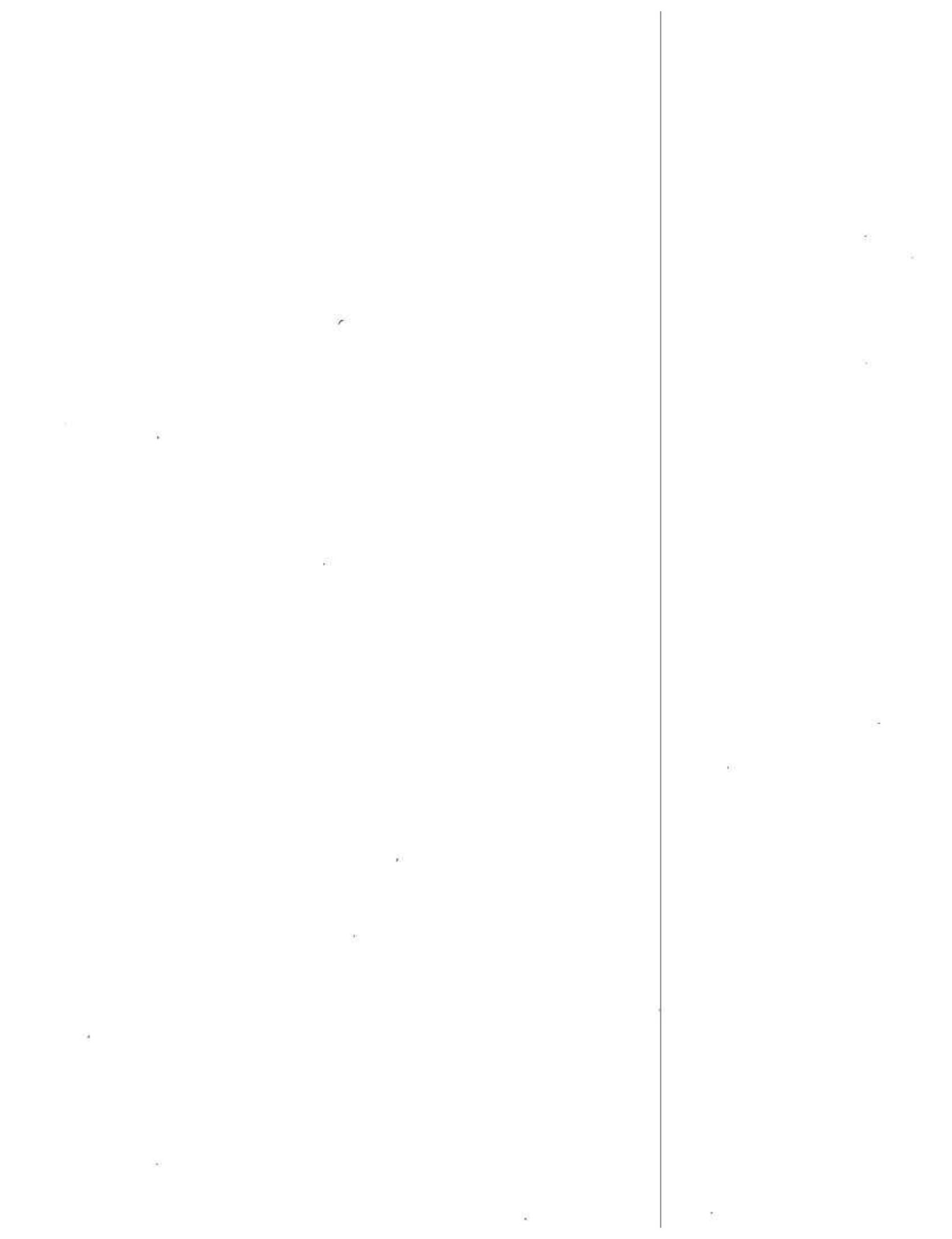
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- 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
- 7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
- 7.2.4. Waiver of 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
- 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
- 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives;
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

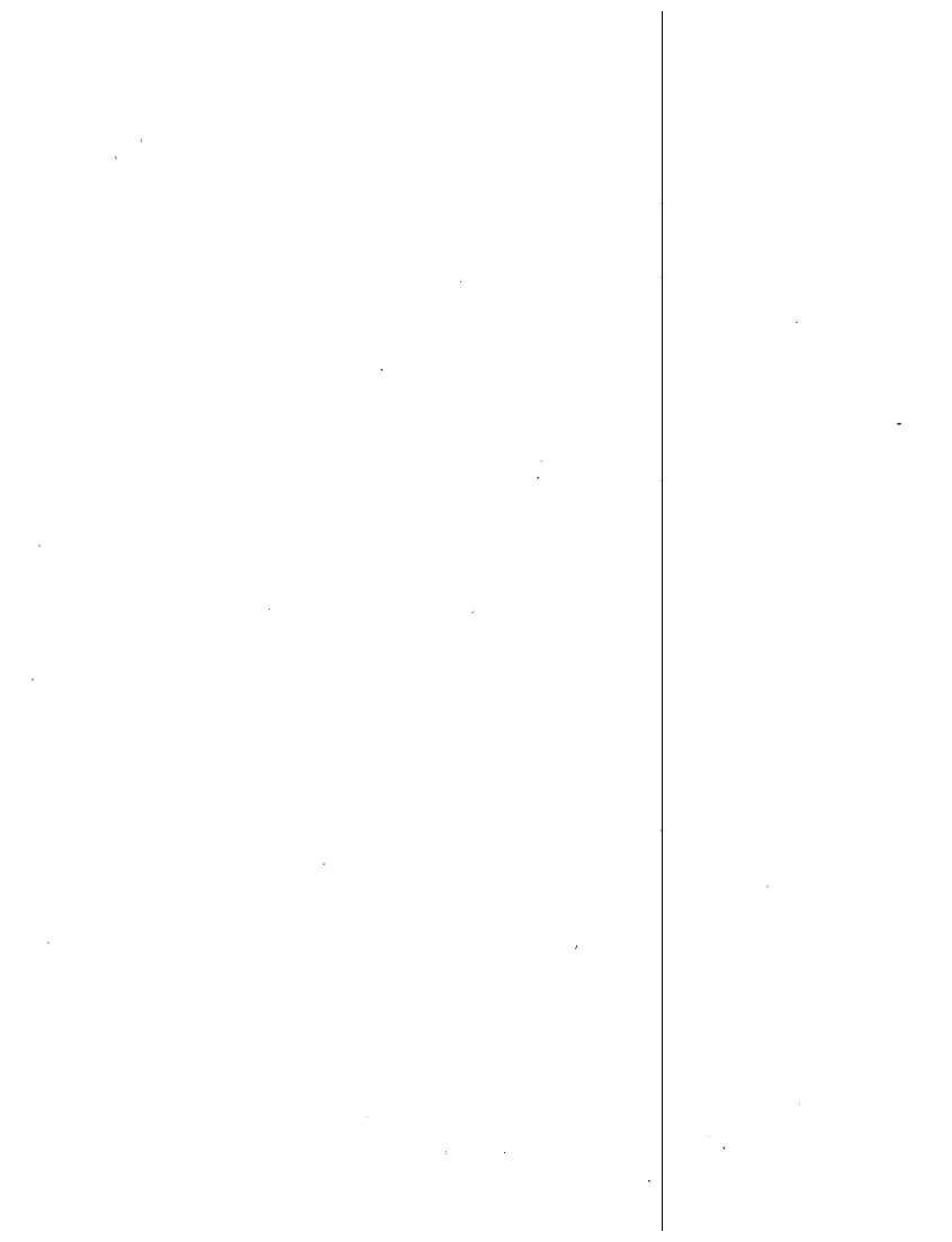
11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge



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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
 - 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
 - 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
 - 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

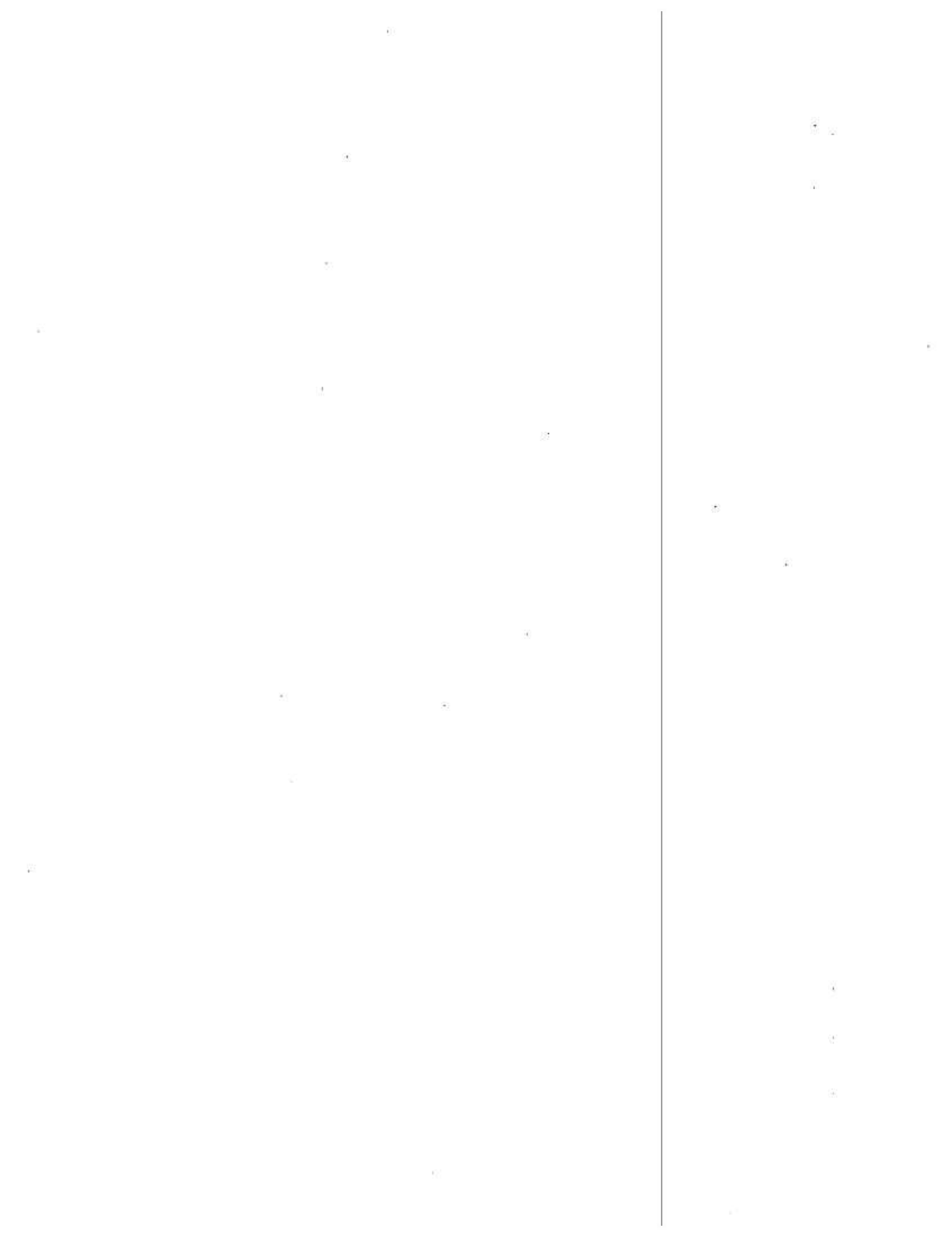
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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary; .
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. 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

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
- 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
- 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
- 15.7.4. Document each medication taken in an individual's medication log, which includes:
- 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
- 15.7.4.2. The date and the time the medication was taken;
- 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
- 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
- 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
- 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

- 21.1.1. The right of access to treatment including:

- 21.1.1.1. 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

- 21.1.1.2. 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

- 21.1.2. The right to quality treatment including:

- 21.1.2.1. 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;

- 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

- 21.1.4. 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;

- 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

- 21.1.6. 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;

- 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

- 21.1.7.1. Freedom of movement; and

- 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

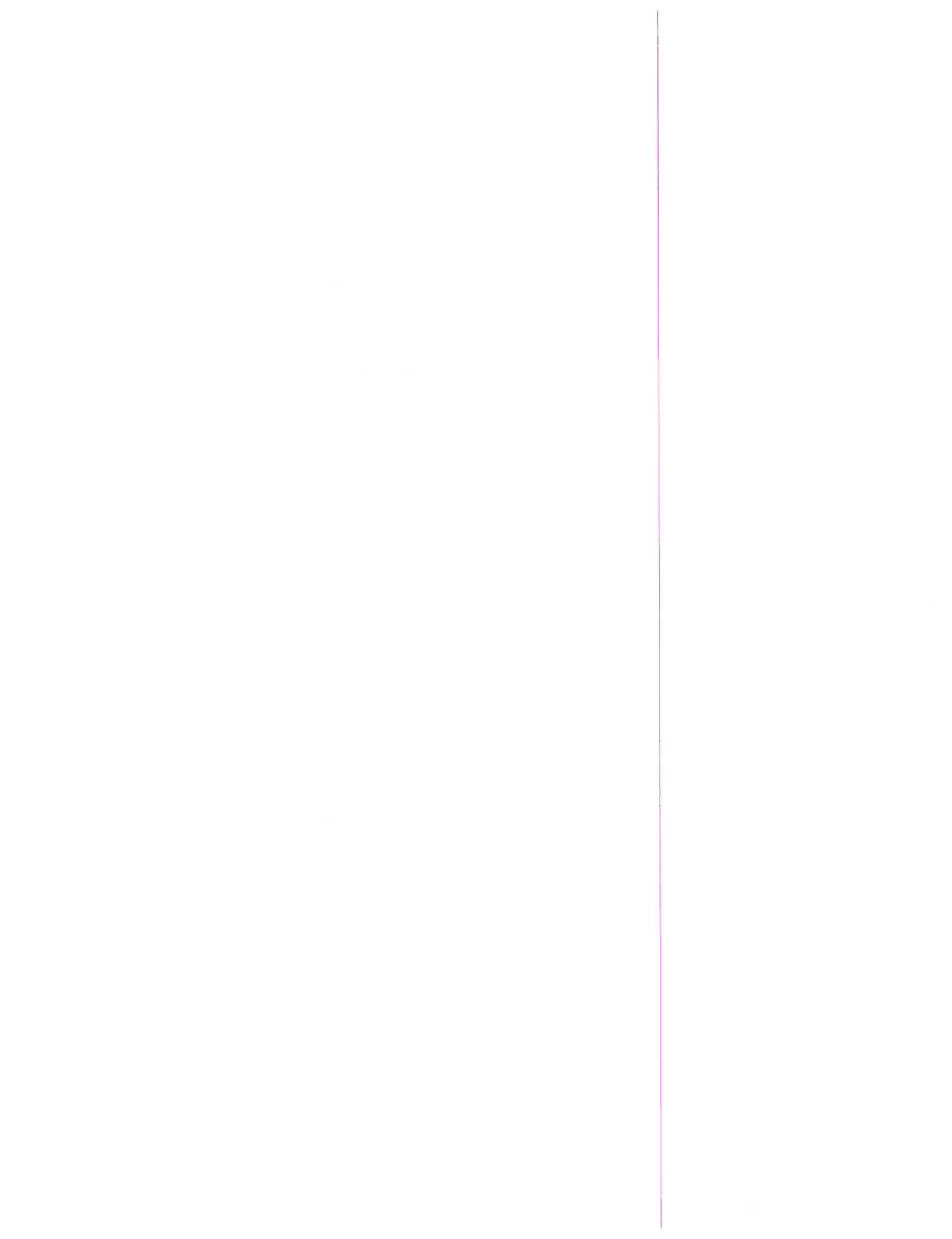
- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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- 23.1. The Contractor shall ensure individuals of residential programs retain the following rights:
- 23.1.1. The right to a safe, sanitary, and humane living environment;
 - 23.1.2. The right to privately communicate with others, including:
 - 23.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and
 - 23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;
 - 23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;
 - 23.1.4. The right to privacy, including the following:
 - 23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 23.1.5. The right to individual choice, including the following:
 - 23.1.5.1. The right to keep and wear their own clothes;
 - 23.1.5.2. The right to space for personal possessions;
 - 23.1.5.3. The right to keep and to read materials of their own choosing;
 - 23.1.5.4. The right to keep and spend their own money; and
 - 23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:
 - 23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own



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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

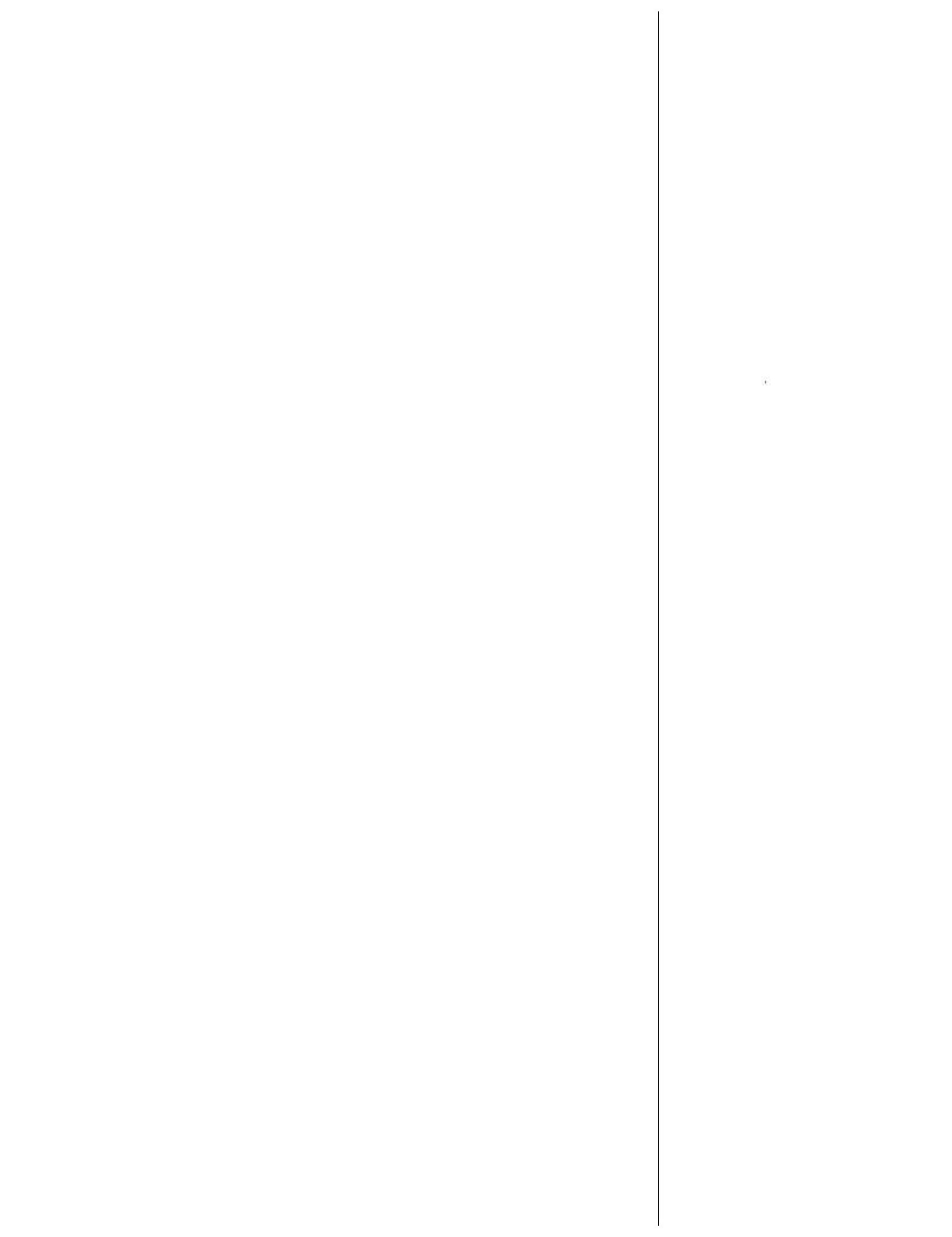
23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.



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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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24.4.4. The program has a mechanism that enables it to:

- 24.4.4.1. Maintain contact with individuals awaiting admission;
- 24.4.4.2. 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
- 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment

24.4.5. 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.

24.4.6. The program has procedures for:

- 24.4.6.1. Selecting, training, and supervising outreach workers.
- 24.4.6.2. 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.
- 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
- 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

- 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
- 24.4.7.2. 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.
- 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 21.30%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 TI083464.
 - 1.2. 52.51%, 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 TI083326, which are only effective from the contract effective date through September 29, 2022.
 - 1.3. 10.97% General funds.
 - 1.4. 15.22% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-3, 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, Women's Treatment Services Budget through Exhibit C-3, 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

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- 4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Residential Services Budget
- 5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-3, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-4, Residential Services Budget:
- 6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-5, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-6, Residential Services Budget
- 7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%

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200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

- 8.1. The Contractor shall maintain documentation that includes, but is not limited to:
 - 8.1.1. Medicaid and/or Medicare ID of the individual receiving services.
 - 8.1.2. WITS ID of the individual receiving services, if applicable.
 - 8.1.3. Date range of stay per individual for which expenses apply.
 - 8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.
- 8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.
- 8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

- 9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:
 - 9.1.1. Services covered by Medicaid programs for individuals who are eligible for Medicaid.



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9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

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- 10.3.1. General Ledger showing revenue and expenses for the contract.
 - 10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 10.3.3. Receipts for expenses within the applicable state fiscal year.
 - 10.3.4. Cost center reports.
 - 10.3.5. Profit and loss reports.
 - 10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
 12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301
 13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
 14. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
 15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
19. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
20. Audits
 - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 20.1.1. 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.
 - 20.1.2. 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.
 - 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 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.
 - 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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

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

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.

- 20.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

Contractor Initials CF

Date 2/17/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

Contractor Initials DS
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Date 2/17/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services
Exhibit I – Amendment #1

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

Department of Health and Human Services

Headrest Inc

The State of New Hampshire

Name of the Contractor

Katja S. Fox

Cameron Ford

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Cameron Ford

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

2/17/2022

2/17/2022

Date

Date



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

**Exhibit L – Amendment #1
Sample
ASAM END USER LICENSE AGREEMENT**

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

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public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

SEP 16 '21 PM 1:35 RCVD

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Lori A. Shlabinette
Commissioner

Katja S. Fox
Director

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

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

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/NHNN, 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

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

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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DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

DocuSign Envelope ID: 68F1ECAE-F12A-4807-8D4F-51542326B1BC

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 T1083464 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,

DocuSigned by:
Lori A. Weaver
1CAAD2804125473...

Lori A. Shibinette
Commissioner

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

Belonging Medical Group		334662-8001	PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	
2022	102-500731	Contracts for Prog Svc	\$69,199	
2023	102-500731	Contracts for Prog Svc	\$89,981	
2024	102-500731	Contracts for Prog Svc	\$21,281	
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	\$138,979	
2023	102-500731	Contracts for Prog Svc	\$188,928	
2024	102-500731	Contracts for Prog Svc	\$40,498	
Sub-total			\$368,405	

Center/Dartmouth Hitchcock Keene		155405-8001	PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	
2022	102-500731	Contracts for Prog Svc	\$60,015	
2023	102-500731	Contracts for Prog Svc	\$59,498	
2024	102-500731	Contracts for Prog Svc	\$13,122	
Sub-total			\$132,633	

CC of Nashua/Greater Nashua
Mental Health

154112-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

Dismas Home

290061-B001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$186,022
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	\$64,632
2023	102-500731	Contracts for Prog Svc	\$69,395
2024	102-500731	Contracts for Prog Svc	\$14,827
Sub-total			\$148,854

Harbor Care

168574-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

Headrest, Inc.

175228-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, Farmum Center

177204-B001

PO 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

Southeastern NH Alcohol & Drug
Abuse Services

155292-B001

PO 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			\$2,195,857

05-85-92-920510-33840000 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
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,656
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,629
Sub-total			\$776,539

**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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

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	\$91,228
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
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 Cty

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrest, 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,
Easter Seals, Farmum 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	\$497,998
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

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

06-95-92-920610-70400000 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 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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
SUB TOTAL SOR			\$4,625,825
Grand Total All			\$11,476,254

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

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

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NNH, Inc.	Grafton 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
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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

Title

1 Sara Cleveland

2 Paula Hofigan

3 Laurie Heath

4

5

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

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 Hope on Haven Hill, Inc. ("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), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,589,409
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, Section 3.17. State Opioid Response (SOR) Grant Standards, by adding Subsection 3.17.13., to read:
3.17.13. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
4. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 9.807%, 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 TI083464, 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 TI084659, which are effective through September 30, 2023.
 - 1.2. 54.536%, 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 TI083326, 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.

- 1.3. 5.052% General funds.
- 1.4. 30.605% Other funds (Governor's Commission).

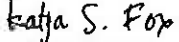
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/17/2022

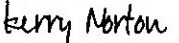
Date

DocuSigned by:

Name: Katja S. Fox
Title: Director

Hope on Haven Hill, Inc.

11/16/2022

Date

DocuSigned by:

Name: Kerry Norton
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/21/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370

Certificate Number: 0005773219



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, MICHAEL J. MURPHY, hereby certify that:
(Name of elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of HARBOR HAVEN HILL INC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of Board of Directors/shareholders, duly called and held on NOVEMBER 9, 2022, at which a quorum of Directors/shareholders were present and voting.
(Date)

VOTED: That KERRY NORTON EXECUTIVE DIR. (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of HARBOR HAVEN HILL INC to enter into contracts or agreements with the State
(Name of Corporation/LLC) ^{INC.}

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 affect 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: 11-16-22

Michael J. Murphy
Signature of Elected Officer
Name: MICHAEL J. MURPHY
Title: TREASURER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2022

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.net	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Wesco Insurance Co	NAIC # 25011
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WPP1871968	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 Abuse and Molestation \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			WPP1871967 02	08/01/2022	08/01/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			WPP1871968	08/01/2022	08/01/2023	each incident \$1,000,000 annual aggregate \$3,000,000

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street 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
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HOPEONH-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2022

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611		FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hope on Haven Hill, Inc. PO Box 1272 Rochester, NH 03866	INSURER A: Granite State Health Care & Human Services Self Insured Group		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20222000001	8/1/2022	1/1/2023	<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)

CERTIFICATE HOLDER State of NH - Department of Human Services 129 Pleasant Street 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 <i>Donna P. Beaudoin</i>



HOPE ON HAVEN HILL

326 ROCHESTER HILL RD, ROCHESTER, NH

Mission: To provide a nurturing home environment to pregnant women with a Substance Use Disorder who are in recovery, along with their children, for up to a year postpartum.

Vision: By providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching we will support women who are homeless or imminently homeless in their Recovery from addiction who pregnant or parenting. An enriched self-esteem, confidence and a tool-belt full of life skills will promote independence and sustained Sobriety.

Email: info@hopeonhavenhill.org

Facebook: <https://www.facebook.com/hopeonhavenhill>

Website: www.hopeonhavenhill.org

Mailing Address: Hope on Haven Hill P.O. Box 1272, Rochester, NH 03867

Phone: 603-841-5353 or 603-948-1230



HOPE ON HAVEN HILL

AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

HOPE ON HAVEN HILL, INC.

AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

October 14, 2022

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

Opinion

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities and change in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2022 and 2021, and the changes in its net assets and its 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 audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Hope on Haven Hill, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Hope on Haven Hill, Inc.'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 Hope on Haven Hill, Inc.'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.

*Certified Public Accountants
Stratham, New Hampshire*

HOPE ON HAVEN HILL, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30,

ASSETS	2022	2021
CURRENT ASSETS		
Cash	\$ 202,038	\$ 177,500
Medical billing receivable	589,093	83,032
Grant receivable	-	200,000
Other current assets	7,230	778
Total Current Assets	798,361	461,310
PROPERTY AND EQUIPMENT		
Buildings	1,077,168	1,077,168
Land	109,917	109,917
Equipment	37,725	37,725
Furniture and fixtures	37,767	37,767
Vehicles	28,318	28,318
Leasehold improvements	171,555	171,555
Construction in progress	364,703	-
	1,827,153	1,462,450
Less Accumulated depreciation	141,094	94,026
Total Property and Equipment, Net	1,686,059	1,368,424
OTHER ASSETS		
Cash, board designated	450,000	450,000
Cash, restricted	2,485,705	1,000,000
Total Current Assets	2,935,705	1,450,000
Total Assets	\$ 5,420,125	\$ 3,279,734

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30,

	2022	2021
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 159,639	\$ 20,620
Accrued expenses	47,112	28,228
Current portion of long-term debt	32,131	31,893
Total Current Liabilities	238,882	80,741
LONG-TERM LIABILITIES		
Note payable, net of current portion	-	31,849
PPP loan	-	172,300
Total Long-Term Liabilities	-	204,149
Total Liabilities	238,882	284,890
NET ASSETS		
Net assets without donor restrictions	2,695,538	1,794,844
Net assets with donor restrictions	2,485,705	1,200,000
Total Net Assets	5,181,243	2,994,844
Total Liabilities and Net Assets	\$ 5,420,125	\$ 3,279,734

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2022

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	\$ 407,821	\$ -	\$ 407,821
Grants	677,599	-	677,599
PPP loan	172,300	-	172,300
Employee Retention Tax Credit	108,225	-	108,225
Insurance reimbursement revenue	648,176	-	648,176
Fundraising	245	-	245
Rental income	20,164	-	20,164
Donated stock	17,714	-	17,714
In-kind donations	5,356	-	5,356
Other income	4,155	-	4,155
Interest income	4,525	-	4,525
Gain (loss) on disposal of donated stock	(1,609)	-	(1,609)
Net assets released from restrictions	564,703	(564,703)	-
Total Support and Revenue	<u>2,629,374</u>	<u>(564,703)</u>	<u>2,064,671</u>
EXPENSES			
Program Services	1,220,111	-	1,220,111
Supporting Services:			
Management and general	344,693	-	344,693
Fundraising	108,438	-	108,438
Total Supporting Services	<u>453,131</u>	<u>-</u>	<u>453,131</u>
Total Expenses	<u>1,673,242</u>	<u>-</u>	<u>1,673,242</u>
Changes in Net Assets from operations	<u>956,132</u>	<u>(564,703)</u>	<u>391,429</u>
OTHER INCOME (EXPENSE)			
Capital campaign donations	-	1,850,408	1,850,408
Capital campaign expenses	(55,438)	-	(55,438)
Total Other Income (Expense)	<u>(55,438)</u>	<u>1,850,408</u>	<u>1,794,970</u>
Changes in Net Assets	900,694	1,285,705	2,186,399
NET ASSETS, Beginning of Year	<u>1,794,844</u>	<u>1,200,000</u>	<u>2,994,844</u>
NET ASSETS, End of Year	<u>\$ 2,695,538</u>	<u>\$ 2,485,705</u>	<u>\$ 5,181,243</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2021

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	\$ 167,840	\$ -	\$ 167,840
Grants	539,328	200,000	739,328
PPP loan	186,600	-	186,600
Insurance reimbursement revenue	475,430	-	475,430
Fundraising	550	-	550
Rental income	21,309	-	21,309
Other income	5,014	-	5,014
Interest income	1,530	-	1,530
Gain (loss) on disposal of property and equipment	(7,314)	-	(7,314)
Net assets released from restrictions	29,471	(29,471)	-
Total Support and Revenue	1,419,758	170,529	1,590,287
EXPENSES			
Program Services	1,169,015	-	1,169,015
Supporting Services:			
Management and general	279,192	-	279,192
Fundraising	87,276	-	87,276
Total Supporting Services	366,468	-	366,468
Total Expenses	1,535,483	-	1,535,483
Changes in Net Assets from operations	(115,725)	170,529	54,804
OTHER INCOME (EXPENSE)			
Capital campaign donations	-	1,000,000	1,000,000
Capital campaign expenses	(42,251)	-	(42,251)
Total Other Income (Expense)	(42,251)	1,000,000	957,749
Changes in Net Assets	(157,976)	1,170,529	1,012,553
NET ASSETS, Beginning of Year	1,952,820	29,471	1,982,291
NET ASSETS, End of Year	\$ 1,794,844	\$ 1,200,000	\$ 2,994,844

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022

	Program Services	Management and General	Fundraising	Total
Salaries and wages	\$ 740,632	\$ 167,877	\$ 79,001	\$ 987,510
Professional fees	66,751	47,657	4,616	119,024
Payroll taxes	63,545	14,404	6,778	84,727
Employee benefits	60,049	13,611	6,405	80,065
Office expense	36,183	34,344	3,985	74,512
Repair and maintenance	42,664	19,941	317	62,922
Direct services	51,025	-	-	51,025
Depreciation	42,361	2,353	2,353	47,067
Rent	20,202	20,202	-	40,404
Insurance	19,454	7,839	807	28,100
Utilities	22,298	5,499	-	27,797
Memberships and registrations	17,149	1,120	573	18,842
Telephone and internet	8,278	4,139	1,380	13,797
Website	6,205	3,103	1,034	10,342
Auto expenses	7,445	-	-	7,445
Taxes	6,572	-	-	6,572
Advertising	3,459	-	-	3,459
Dues and subscriptions	2,379	132	132	2,643
Meals and entertainment	218	2,242	-	2,460
Miscellaneous expenses	1,487	74	-	1,561
Fundraising	-	-	928	928
Travel	583	44	102	729
Interest expense	697	-	-	697
Payroll service charges	249	56	27	332
Licenses and permits	226	56	-	282
	<u>\$ 1,220,111</u>	<u>\$ 344,693</u>	<u>\$ 108,438</u>	<u>\$ 1,673,242</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program Services	Management and General	Fundraising	Total
Salaries and wages	\$ 589,928	\$ 133,717	\$ 62,926	\$ 786,571
Office expense	223,928	33,218	3,903	261,049
Professional fees	60,652	29,685	3,201	93,538
Employee benefits	53,048	12,024	5,658	70,730
Payroll taxes	46,973	10,647	5,010	62,630
Repair and maintenance	34,661	14,746	586	49,993
Rent	21,399	21,399	-	42,798
Insurance	26,360	8,756	1,783	36,899
Depreciation	31,465	1,748	1,748	34,961
Direct services	33,195	-	-	33,195
Utilities	13,112	3,278	-	16,390
Telephone and internet	7,776	3,888	1,296	12,960
Memberships and registrations	10,784	660	673	12,117
Miscellaneous expenses	4,326	4,572	-	8,898
Auto expenses	2,608	-	-	2,608
Payroll service charges	1,789	405	191	2,385
Dues and subscriptions	1,850	103	103	2,056
Taxes	1,628	-	-	1,628
Travel	1,132	85	198	1,415
Meals and entertainment	1,004	117	-	1,121
Interest expense	811	-	-	811
Licenses and permits	586	144	-	730
	<u>\$ 1,169,015</u>	<u>\$ 279,192</u>	<u>\$ 87,276</u>	<u>\$ 1,535,483</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30,

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 2,186,399	\$ 1,012,553
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	47,067	34,961
Forgiveness of PPP loan	(172,300)	(186,600)
Donated stock	(17,714)	-
(Gain) loss on donated stock	1,609	-
(Gain) loss on disposal of property and equipment	-	7,314
Changes in assets and liabilities that used (provided) cash:		
Medical billing receivable	(506,061)	(151,697)
Grant receivable	200,000	-
Other current assets	(6,452)	(778)
Accounts payable	139,019	16,093
Accrued expenses	18,884	(31,458)
Net cash provided by (used in) operating activities	<u>1,890,451</u>	<u>700,388</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of property and equipment	-	1,500
Proceeds from sale of investments	16,105	-
Purchase of property and equipment	<u>(364,702)</u>	<u>(559,518)</u>
Net cash provided by (used in) investing activities	<u>(348,597)</u>	<u>(558,018)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
PPP loan	-	172,300
Payments on long-term debt	<u>(31,611)</u>	<u>(31,496)</u>
Net cash provided by (used in) financing activities	<u>(31,611)</u>	<u>140,804</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,510,243	283,174
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>1,627,500</u>	<u>1,344,326</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 3,137,743</u>	<u>\$ 1,627,500</u>
CASH SUMMARY		
Cash	\$ 202,038	\$ 177,500
Cash, board designated	450,000	450,000
Cash, restricted	<u>2,485,705</u>	<u>1,000,000</u>
Total Cash	<u>\$ 3,137,743</u>	<u>\$ 1,627,500</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30,

	<u>2022</u>	<u>2021</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest expense	<u>\$ 697</u>	<u>\$ 811</u>

There was no cash paid during 2022 and 2021 for taxes on income.

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

There were no noncash investing and financing activities for the years ended June 30, 2022 and 2021.

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

Note 1 - Summary of Significant Accounting Policies

Nature of Activities - Hope on Haven Hill, Inc. (The Organization) was organized November 25, 2015. The Organization is a level 3.1 and 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers who are in recovery. The Organization was established to provide a nurturing, therapeutic home environment for women with substance use disorder who are seeking recovery, and their children. The organization also provides ASAM LOC 1.0 outpatient counseling services through individual and group counseling, as well as ASAM LOC 2.1 Intensive Outpatient Program for individuals with substance use disorder.

In December 2016, the Organization opened an eight-bed residential facility, which provides a safe home with comprehensive addiction treatment services, including group and individual therapy, 12-step programs, smoking cessation seminars, family therapy, parenting classes, educational, job, and life coaching, and case management, to support women and their families in their recovery from addiction.

In August 2019, the Organization opened a second facility, Abi's Place, an eight-room transitional recovery house, for mothers in recovery and their children. Abi's Place offers women who have completed a residential program the opportunity to live in a transitional setting that offers assistance with employment, childcare, and continued recovery support.

The Organization opened a new multipurpose building "the Red Barn" on the residential property in 2021, which has allowed for expanded residential programming activities such as yoga, art, and group therapy. Additionally, the Organization's Intensive Out Patient (IOP) program grew in late 2020/early 2021, requiring the need to lease additional space for expanded outpatient programming.

In the summer of 2021, the Organization kicked off a major capital campaign in order to build a new health and wellness center on property it already owns adjacent to Abi's Place, the recovery house located in Rochester, NH. The Organization expects to break ground on this new building in early 2023. The Organization's administrative offices and outpatient services will be relocated to the new center, which will also allow the Organization to expand its childcare offerings, open a thrift shop, and operate a demonstration kitchen for increasing clients' skills.

Finally, the Organization purchased a duplex property adjacent to Abi's Place, on the side opposite the proposed location for the new health and wellness center, for the purpose of rehabbing it and obtaining NH Section 8 housing certification, to further assist mothers in recovery and their children with housing.

Basis of Accounting - The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation - The Organization follows the provisions of FASB Accounting Standards Update (ASU) No. 2016-14, Presentation of Financial Statements for Not-for-Profit Entities. In accordance with these provisions, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions, accordingly, net assets and changes therein are classified as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that 1) may or will be met either by actions of the Organization and/or the passage of time or 2) they be maintained permanently by the Organization.

Cash and Cash Equivalents - For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Organization maintains cash balances at several banks. From time to time during the years ended June 30, 2022 and 2021, the Organization's bank account balances may have exceeded federally insured limits. Management has evaluated this risk and considers it to be a normal business risk.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Donated Assets - Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Donations of inventory items held for resale are recognized when sold because the Organization does not have an objective measurement for determining fair value.

Donated Services - Donated services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

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

Income Tax Status - The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, donations to the Organization qualify for the charitable contribution deduction under Section 170(b)(1)(A), and the Organization has been classified as an organization that is not a private foundation under Section 509(a)(2).

The federal informational tax return of the Organization is subject to examination, generally for three years after the returns are filed.

Grants and Medical Billing Receivables - Grants and medical billing receivable are stated at the amount management expects to collect from outstanding balances. Management considers medical billing receivable to be delinquent based on the date of unpaid invoices. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a reduction to medical billing receivable. There was no allowance for doubtful accounts as of June 30, 2022 and 2021. The Organization does not require collateral when extending credit.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, which is 5 to 30 years and a value over \$1,000. Normal repairs and maintenance are expensed as incurred. Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies net assets with restrictions to net assets without restrictions at that time.

Contributions - Unconditional promises to give are recognized as revenue when the underlying promises are received by the Organization. Gifts of cash and other assets are reported as net assets with restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without restrictions and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. Restricted contributions which are both received and released within the same year are recorded as net assets without restrictions

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Functional Allocation of Expenses - The expenses of providing various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain expenses have been allocated among the programs and supporting services benefited. Allocations may be direct or indirect according to the type of expense incurred. The expenses that have been allocated include salaries, payroll taxes and employee benefits which have been allocated based on an estimation of time and effort and professional fees, repairs and maintenance, rent, utilities, insurance, office expenses, telephone and internet and memberships and registrations which have been allocated based on an estimation of usage and consumption.

Advertising Costs - The Organization's policy is to expense advertising costs as they are incurred. Advertising expense totaled \$3,459 for the year ended June 30, 2022. There was no advertising expense for the year ended June 30, 2021.

Note 2 - Line of Credit

In January 2017 the Organization obtained a line of credit from a financial institution in the amount of \$24,999. In July 2017 the amount was increased to \$50,000. The line bears interest at the Wall Street Journal Prime Rate plus 1.50% with a floor of 5.25%. The interest rate was 6.25% and 5.25% at June 30, 2022 and 2021, respectively. The line is secured by all personal property of the Organization. There was no interest expense paid on the line during the years ended June 30, 2022 and 2021.

Note 3 - Note Payable

The following summarizes the Organization's long-term debt obligations as of June 30,:

Terms	Security	<u>2022</u>	2021
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of \$2,692. The loan has a fixed interest rate of 1.00% and matures in March 2023.	Building	\$ <u>32,131</u>	\$ <u>63,742</u>
Total Debt		32,131	63,742
Less: current portion		<u>32,131</u>	<u>31,893</u>
		\$ <u> -</u>	\$ <u>31,849</u>

Interest expense under this debt agreement amounted to \$697 and \$811 for the years ended June 30, 2022 and 2021, respectively.

Future minimum principal payments under the agreement are as follows at June 30,:

2023	\$	32,131
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HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

Note 4 - Restrictions and Limitations of Net Asset Balances

Net assets with restrictions consisted of the following at June 30,:

	<u>2022</u>	<u>2021</u>
Capital campaign – facility expansion	\$ 2,485,705	\$ 1,000,000
Grant receivable	<u> -</u>	<u>200,000</u>
Total net Assets with Restrictions	\$ <u>2,485,705</u>	\$ <u>1,200,000</u>

The sources of net assets released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time or other events specified by donors were as follows for the years ended June 30,:

	<u>2022</u>	<u>2021</u>
Playscapes	\$ -	\$ 19,471
Capital campaign – facility expansion	364,703	-
Grant receivable	200,000	-
Transportation	<u> -</u>	<u>10,000</u>
Total Net Assets Released from Restrictions	\$ <u>564,703</u>	\$ <u>29,471</u>

Net assets without donor restrictions consisted of the following at June 30,:

	<u>2022</u>	<u>2021</u>
Board Designated:		
Facilities	\$ 225,000	\$ 225,000
Capital campaign	<u>225,000</u>	<u>225,000</u>
Total Board Designated	450,000	450,000
Undesignated	<u>2,245,538</u>	<u>1,344,844</u>
Total Net Assets Without Restrictions	\$ <u>2,695,538</u>	\$ <u>1,794,844</u>

Note 5 - Leases

The Organization entered into a new lease for an office space location in September 2019. The lease commenced on November 1, 2019 and calls for monthly rent of \$3,336. The lease terminates in October 2022 and the Organization has the option to extend for two additional terms of one year each. The base rent of the lease increases annually by 2.00% and the first increase is scheduled for November 2020. Total rent paid under this lease was \$40,032 for the years ended June 30, 2022 and 2021. Future rental payments under this lease will be \$13,884 in 2023.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

Note 6 - Retirement Plan

In January 2019 the Organization adopted a Simple IRA plan. All full-time employees are eligible to participate in the plan. The Organization's matching contributions under this plan totaled \$16,016 and \$11,436 for the years ended June 30, 2022 and 2021, respectively.

Note 7 - Concentration of Credit Risk

The Organization derived approximately 24% and 32% of its operating revenue and support from a government agency for the years ended June 30, 2022 and 2021, respectively. Additionally, one donor accounted for 55% of restricted other income for the year ended June 30, 2022, and another donor accounted for 100% of restricted other income for the year ended June 30, 2021.

Note 8 - Liquidity and Availability of Resources

The Organization has the following financial assets available within one year of the balance sheet date to meet cash needs for general expenditure:

Cash and cash equivalents	\$ 202,038
Medical billing receivable	<u>589,093</u>
Total	\$ <u>791,131</u>

None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Note 9 - Environmental Remediation

In late September 2020, the Organization was made aware of potential lead contamination issue at its residential treatment center. The Organization completed a formal risk assessment in October 2020. The results of the risk assessment indicated a limited number of windows, doors and a pantry cabinet contained lead paint. The Organization closed the residential treatment center and retained a local vendor to complete the facility remediation. The Organization has invested approximately \$137,345 to remediate the facility. Additional tests were conducted in late November, December, and mid-January to confirm the lead abatement efforts had been successful. The residential treatment center was opened on January 20, 2021.

Note 10 - Purchase Commitment

In 2022 the Organization entered into a contract for the construction of a new facility. The total cost of the project is estimated at \$3,200,000. The total amount paid under this contract was \$274,837 for the year ended June 30, 2022.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2022 AND 2021

Note 11 – PPP Loans and Other COVID Related Activity

Starting in March 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of October 14, 2022, management believes that a material impact on the Organization's position and results of future operations is reasonably possible.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. The initial legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and later by the Consolidated Appropriations Act of 2021, to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, 3) delays due dates for employer payroll taxes and estimated tax payments for organizations, and 4) revises provisions of the Internal Revenue Code (or IRC if defined elsewhere), including those related to losses, charitable deductions, and business interest. The Consolidated Appropriations Act of 2021 continued or expanded many of the CARES Act initiatives. The Organization applied for and received a loan of \$186,600 under the CARES Act. The expenditure of the proceeds is subject to certain terms and conditions which may result in the loan being partially or fully forgiven. The Organization applied for full forgiveness which was granted in February 2021. The loan has met the criteria for inclusion in income as of June 30, 2021. The Organization received a second loan of \$172,300 in April 2021. The Organization applied for and received full forgiveness in October 2021. The loan has met the criteria for inclusion in income as of June 30, 2022.

The Organization applied for and received \$108,225 in Employee Retention Tax Credits under the CARES Act.

Note 12 - Subsequent Events

Subsequent events have been evaluated by management through October 14, 2022 which is the date the financial statements were available to be issued. There were no subsequent events that were material to the financial statements at October 14, 2022.

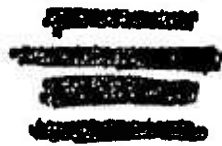


Board of Directors

As of November 2022

<p>Susan Dagle - <u>Chair of Board</u> Community Activist/Educator</p> <p>[REDACTED]</p> <p>Term Ending: 9/2026</p>	<p>Amanda Davis-Bacon - <u>Vice Chair</u> Owner of Savvi Strategies</p> <p>[REDACTED]</p> <p>Term ending: 6/2028</p>
<p>Dr. Rebecca Bananski - <u>Secretary</u> Physician, Garrison Women's Health Wentworth Douglass Hospital</p> <p>[REDACTED]</p> <p>Term Ending: 9/2026</p>	<p>Michael Murphy, CPA - <u>Treasurer</u> Certified Public Accountant/Partner Murphy, Powers & Wilson, P.C.</p> <p>[REDACTED]</p> <p>Term ending: 12/2023</p>
<p>Sarah Landres, Esq. Attorney Primmer, Piper, Eggleston & Cramer PC</p> <p>[REDACTED]</p> <p>Term ending: 12/2022</p>	<p>Joseph Hannon, MD Volunteer, Community Leader, Politician</p> <p>[REDACTED]</p> <p>Term ending: 12/2022</p>
<p>Jillian Mulrooney Human Resources Manager NH Public Defender Program</p> <p>[REDACTED]</p> <p>Term ending: 10/2024</p>	<p>Kathleen Routhier, RN Assistant Nurse Manager WDH Women's and Children's Unit Wentworth Douglass Hospital</p> <p>[REDACTED]</p> <p>Term ending: 12/2022</p>
<p>Elizabeth Torrance, AVP, Community Relations and Social Responsibility Manager Kennebunk Savings Bank</p> <p>[REDACTED]</p> <p>Term ending: 9/2026</p>	<p>Nick Couturier President/Principal Broker New Space Real Estate</p> <p>[REDACTED]</p> <p>Term ending: 02/2025</p>

Kerrylee Norton, RN



OBJECTIVE

Management level leadership position within a system of healthcare for pregnant and parenting women utilizing community relations, program development, grant writing, networking, fund development, financial, strategic planning/thinking and board development/management with opportunity for high community impact and personal growth.

July 2015- Present – Executive Director, Hope on Haven Hill, Rochester, NH

Began in the organization as Co-Founder and Program Director of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Women who reached out to us while unable to access care in NH and assist them with getting support and treatment.

After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

Was promoted to Executive Director in August 2019. Responsible for day-to-day management, administration, operations, and development for HHH.

- Directly manages \$2M annual budget which includes state funds, private donations, funds from foundations and grants, donor solicitations, etc. Provides direct financial reporting to these entities and the Board of Directors.
- Provide leadership to staff and community to ensure the mission and strategic plan is carried out.
- Oversees daily operations, administration, development, capital purchases and clinical.
- Recruit, develop, and manage staff- administration, clinical and clinical.
- Provide direct supervision to: Operations Director and Clinical Director and other staff as needed and appropriate.
- Create and maintain policies and procedures for all programs and operations for the organization.
- Assist the Board of Directors in developing annual budgets, financial planning, and funding of programming, initiatives and strategies that will propel the agency forward (i.e., billing service expansion, facility expansion, etc)

11/2008-11/13/2015- Maternal Child/Health/Prenatal Nurse, Garrison Women's Health Center, Dover, NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to completing triage on all patient calls, New Prenatal OB Intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010- Pre-op and Post-op RN/CPSN and Skin wellness, Atlantic Plastic Surgical Center, Portsmouth, NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008-Maternal Child Health RN/Resource Nurse, Portsmouth Regional Hospital, Portsmouth, NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP Instructor, PALS Instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005- Pediatric Registered Nurse, Portsmouth Pediatric Associates, Portsmouth, NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends, I became competent in all facets of pediatric care and emergencies.

1/2002-1/2005- Triage RN and Childbirth Educator, Harbour Women's Health, Portsmouth, NH

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with Infertility patients. Taught and coordinated all Childbirth Education programs.

5/1993-5/1995- Triage RN, York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994- Substitute School Nurse, SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Education:

- NHCC, Manchester, NH- Associates in Science, Nursing
- Franklin University, Bachelor of Science, Nursing
- Franklin University, BSN-MSN Nursing current enrolled, graduation 2022

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN and STABLE. Maine State Registered Nurse, License compact state.

References upon request

Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP**License(s)**

Licensed Clinical Mental Health Counselor (NH 2118) Renewal Date: 2/26/2023
NH Board of Mental Health Practice

Master Licensed Alcohol and Drug Counselor (NH 1212) Renewal Date: 6/30/2023
NH Board of Licensing for Alcohol and Other Drug Counselors

Licensed Clinical Professional Counselor (ME CC6570) Renewal Date: 2/29/2024
ME Board of Counseling Professionals Licensure

National Certified Counselor Renewal Date: August 2023
National Board for Certified Counselors

Certified Clinical Trauma Professional Renewal Date: 9/9/2023
Evergreen Certifications

Education

M.S. Walden University, 2016 Human Services (Policy, Analysis & Planning)

M.S. Wilmington University, 2013 Community Counseling

B.S. Wilmington University, 2005 Psychology

Experience

Clinical Director May 2019-Present

Hope on Haven Hill, Rochester, NH

Provides clinical coordination and direction to all Hope on Haven Hill (HHH) staff. Training development for clinical and support staff. Responsible for oversight of all clinical program implementation and changes, and responsible for ensuring that all clinical staff from all programs receive clinical supervision. Meet with members of the Clinical Team for weekly one-on-one supervision, and facilitate group supervision weekly for all staff. Works directly with the Executive Director and Director of Operations to ensure that policies and procedures are followed, communication is maintained, and reporting requirements are met with all funding and state agencies. Utilize the American Society of Addiction Medicine (ASAM) Assessment and dimensions to ensure access to appropriate levels of care for all clients seeking treatment. Oversees quality assurance to ensure accurate documentation is recorded in client records, trauma-responsive care is provided throughout the continuum of care provided by HHH. Facilitate clinical groups (Relapse Prevention, CBT, DBT, Anger Management, Seeking Safety), individual substance use, and mental health counseling and crisis support.

Adult ACT Clinician

October 2016-May 2019

Center for Life Management, Derry, NH

Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP

Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meetings. Develop and implement a Yoga for Mental Health group within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and training as required.

SAPR Support Specialist

August 2013-September 2016

Sexual Assault Prevention and Response (SAPR)

Portsmouth Naval Shipyard, Kittery, ME

Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAACP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.

Domestic Violence Advocate/DV Liaison

August 2011-July 2013

SAFE Program of People's Place, Milford, DE

Supervisor: Marcey Rezac, LCSW, DVS

Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals

Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP

included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

Counseling Intern

May 2012-April 2013

Aquila of DE, Inc., Georgetown, DE
Site Supervisor: April Lathbury, LCSW, CCDP-D
Faculty Supervisor: Mary Vaughn, Psy.D.
Group Supervisor: Doris Lauckner, Psy.D.

Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment program. Completed 100-hour Practicum, 600-hour Internship.

Case Manager

August 2010-August 2011

SAFE Program of People's Place, Milford, DE
Supervisor: Marcey Rezac, LCSW, DVS

Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

DUI Evaluator

October 2009-August 2010

Sodat DE, Inc., Wilmington, DE

Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

Training

Early Childhood & Family Mental Health Certification, Advanced Renewal: 11/7/2023
NH DHHS Child Development Bureau and New Hampshire Association for Infant Mental Health

200-hour Yoga Teacher Training
Yoga Life Institute NH, Exeter NH

February 2018

Beth O'Dell, MS, LCMHC, MLADC, LCPC, NCC, CCTP

DBT Skills Training for Borderline Personality Disorder
Mental Health Center of Greater Manchester

April 2017

Danger Assessment Certification

September 2011

Danger Assessment Training Program; John Hopkins School of Nursing

Kati Woodford, MSW, LCSW, LCAS, CCTP

PROFESSIONAL SUMMARY

Driven and passionate clinical social worker with a focus on addictions treatment and trauma-informed care. Emphasis of care include harm-reduction modalities and collaboration with medical professionals to promote access to medication assisted treatment services.

LICENSURE AND CERTIFICATION

Licensed Clinical Social Worker, North Carolina #C013276 August 2020 – August 2022
Licensed Clinical Addictions Specialist, North Carolina #24656 Sept. 2020 – August 2022
Certified Clinical Trauma Professional January 2020 – January 2021

RELEVANT PROFESSIONAL EXPERIENCE

Insight Human Services, Inc. June 2018 – Present
Outpatient Clinician Winston Salem, NC

- Support clients in a gender-specific ASAM Level 2.1 intensive outpatient program and ASAM Level 1.0 outpatient program utilizing a trauma-informed perspective and evidence-based interventions in practice during group and individual sessions
- Conduct comprehensive clinical assessments to inform recommendation for ASAM level of care and any relevant mental health services necessary utilizing a variety of evidence-based assessment screening tools
- Provide education, counseling, ASAM-informed referrals, individualized treatment planning, referral, and crisis intervention for clients experiencing difficulties related to substance misuse
- Participate in routine treatment team meetings, collaborating with clinical and medical staff, to promote holistic care for all clients engaging in medication assisted treatment services

Old Vineyard Behavioral Health Services June 2018 – June 2019
Unit Clinician - PRN Winston Salem, NC

- Utilized Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Relapse Prevention Therapy and Motivational Interviewing in group sessions to promote client skill-building for a variety of specialized units in an acute inpatient behavioral health facility
- Completed relevant assessments and provide crisis intervention as necessary and appropriate

Old Vineyard Behavioral Health Services June 2016 – June 2018
Mental Health Technician - PRN Winston Salem, NC

- Functioned within a multitude of programs serving individuals in need of hospitalization for psychiatric stabilization to promote safety, structure of program, and wellbeing of clients
- Maintained a safe and structured environment aligning with all clients' treatment plans by performing environmental checks, safety rounds in required increments, and other assigned duties

U.S. Department of Veterans Affairs August 2017 – May 2018
Social Work Intern in Substance Use Services Salisbury, NC | Kernersville, NC

- Assisted with management of a caseload of Veterans accessing substance use services in an outpatient or intensive outpatient individual and/or group setting under the supervision of clinical supervisor
- Participated in the development and implementation of an intensive outpatient program
- Completed intake screenings, biopsychosocial assessments and risk assessments

Youth Villages August 2016 – May 2016
Social Work Intern Greensboro, NC

- Developed an understanding of modalities utilized by the clinical team, including the LifeSet program, Multisystemic Therapy, and Trauma-Focused Cognitive Behavioral Therapy
- Worked alongside licensed professionals to complete projects as assigned

Kati Woodford, MSW, LCSW, LCAS, CCTP

EDUCATION

Appalachian State University, Boone, NC
Concentration in Individuals and Families

Master of Social Work
May 2018

Roger Williams University, Bristol, RI
Magna Cum Laude, Senior Thesis with Distinction in the Field of Psychology

Bachelor of Arts in Psychology
May 2015

PROGRAM DEVELOPMENT EXPERIENCE

Appalachian State University

Collegiate Recovery Program (CRP)

Promoted engagement, organized and hosted events, and completed a grant proposal for the CRP in collaboration with other students and the Wellness and Prevention Services department

Kernersville Health Care Center

Intensive Outpatient Program

Participated as a social work intern in the development and implementation of the intensive outpatient program through collaboration with the clinical and leadership teams

PUBLICATIONS

Hamilton, L., Wingrove, T., & Woodford, K. (2019). Does generous welfare policy encourage dependence? TANF asset limits and duration of program participation. *Journal of Children and Poverty, 25:2*, 101-113. doi: [10.1080/10796126.2019.1638731](https://doi.org/10.1080/10796126.2019.1638731)

Maury Elsasser

PROFESSIONAL SUMMARY

Licensed in Maine and New Hampshire to provide counseling and clinical supervision for addiction. Value-based care and harm-reduction acumen serving the marginalized youth, adults, families, and all stakeholders in the opioid epidemic securing outcomes that matter to all. Forty-two years of concurrent personal recovery from cultural, family, trauma, and addiction with professional practices as a counselor, clinical supervisor, program director in a plethora of treatment settings that include:

- Hospitals
- Outpatient, Intensive Outpatient
- Wilderness Adventure (Outward Bound)
- High school
- Opioid Treatment Program
- Telehealth - Medication Assisted Treatment

SKILLS SUMMARY

Communication

- Empathy; in listening with a passion for accurate empathy (MI)
- Facilitator of mediation and conflict resolution
- Professional in written and verbal communication

Technical Skills

- Advanced/Intermediate hardware abilities with internal computer architecture
- Microsoft Office; Excel, Word, Outlook, PowerPoint, EHR

Supervision/Leadership

- Asserts poise and calm in chaos
- Earnest respect of others
- Motivates and empowers others through affirming feedback and focus on outcomes.
- Diversity and culturally competent
- Models authentic leadership and accountability
- High ethics of responsibility and accountability vicarious liability and informed consent
- Authentic experiential teacher and trainer seizing here and now teaching moment
- Agile with changes
- System thinker and problem solver

TRAINING/CERTIFICATES

WorkReadyNH Program Certificate – March 2, 2020 to April 2, 2020

Professional Soft Skills Course in a simulated workplace setting to learn and practice Effective Communication, Team Building, Critical Thinking, Decision Making, Conflict Resolution

National Career Readiness Certificate – Gold Level – Test date: August 14, issued August 16, 2020

Evidence-based credential that certifies the essential skills for workplace success in Applied Math, Workplace Documents, and Graphic Literacy

- Workplace Documents Level 7
- Applied Math Level 6
- Graphic Literacy Level 5

GREAT BAY COMMUNITY COLLEGE – Portsmouth, NH

Maury Elsassner

EDUCATION

BACHELOR OF ARTS — PSYCHOLOGY — FEBRUARY 22, 1992

PRESCOTT COLLEGE - Prescott, AZ

PROFESSIONAL ASSOCIATE IN ALCOHOL AND DRUG ABUSE STUDIES – AUGUST 31, 1982

UNIVERSITY OF SOUTH DAKOTA - Vermillion, SD

WORK EXPERIENCE

COUNSELOR

PURSUECARE LLC - Middletown, CT

November 2020 thru Present

Telehealth counselor in MAT for opioid dependent patients.

COUNSELOR

HEALTH CARE RESOURCE CENTERS - Newington, NH

October 2016 thru November 13, 2019

Primary counselor and team member in methadone treatment program for opioid dependence. Provided evidenced-based care for 50 to 60 patients in Individual, Group and Family counseling.

PROGRAM DIRECTOR

HEALTH CARE RESOURCE CENTERS - Somersworth, NH

May 2014 to October 2016

Provided leadership, oversight and direction of daily operations of two methadone clinics in Somersworth and Newington, New Hampshire. Facilitated billing transition from bundled-rate to fee-for-service, and company reorganizing positions titles and duties in Billing and Medical and Clinical department as well as name change. In response to the epidemic of opioid overdoses provided community outreach that increased access to treatment.

CLINICAL MANAGER

HEALTH CARE RESOURCE CENTERS - Somersworth, NH

June 2010 to May 2014

Continued to assist Clinical Director and Program Director in providing bundled-rate addiction services by providing oversight of Clinical Supervisors in three clinics Somersworth, Newington and Hudson. Supervised staff development, training/education of value-based care focusing on patient outcomes valuing the therapeutic alliance. Facilitated Patient Advisory and Community Advisory Committees the moral owners of the program measuring patient outcomes are treated with dignity and respect a therapeutic environment. Subsequently increasing patient retention and census and meeting and exceeding CARF standards thus earning 3-year CARF accreditation.

SENIOR COUNSELOR

HEALTH CARE RESOURCE CENTERS - Somersworth, NH

November 2005 to June 2010

Assisted Clinical Director and Program Director in providing bundled-rate addiction services. Supervised staff development, training/education of value-based care focusing on patient outcomes or valuing the therapeutic alliance and the environment that reflection mission. That patients are treated with dignity and respect a therapeutic environment. Subsequently increasing patient retention and census and the opening of a new clinic in Newington in 2006 and 2 more 3-year CARF Accreditation.

Maury Elsasser

SUBSTANCE ABUSE CLINICIAN

HEALTH CARE RESOURCE CENTERS - Somersworth, NH

August 2003 to November 2005

First counselor in Opioid Agonist Treatment start-up in Somersworth provided direct care at a bundled rate. Provided individual, group, family and case management services to an initial caseload of 5 that grew to 50-60 patients. Bundled rate enabled focus on the therapeutic alliance and the strategy of long-term care of a chronic condition. Growth continued to over 150 patients and expansion of 3 more counseling positions and promotion to Senior Counselor and Three-year CARF Accreditation.

LICENSES/CERTIFICATIONS

Licensed Alcohol Drug Counselor – New Hampshire License #0383

June 2021 to June 2023

Licensed Clinical Supervisor – New Hampshire License #0036

June 2021 to June 2023

CCS Certified Clinical Supervisor – Maine License #CCS4336

November 2020 to November 2021

Licensed Alcohol Drug Counselor – Maine License #LC2386

November 2020 to November 2021

ORGANIZATIONS

NHADACA/NHTIAD New Hampshire Alcohol & Drug Abuse Counselors Association/New Hampshire Training Institute on Addictive Disorders - Member

NAADAC - The Association for Addiction Professionals - Member

ICHOM - International Consortium for Healthcare Outcome Measurement – Workgroup Member

ICCE - International Center for Clinical Excellence - Member

Gabriella E. Olhava, LADC

RELATED EXPERIENCE

Hope on Haven Hill

May 2019-Present

Residential Case Manager

May 2018-August 2018

- Provide intensive case management and connect women to local recovery resources
- Support residents in applying for state benefits, housing applications and insurance
- Provide education on life skills, time management and scheduling
- Participate in weekly clinical reviews and provide input on client care

Abi's Place Case Manager

August 2018-Novemeber 2020

- Conduct weekly house meetings and support in conflict resolution/ team building
- Sustain a running record of client information, services provided, and payments completed
- Coordinate events, groups and activities between the house and community
- Create and update policies, house expectations and weekly agendas
- Submit and maintain certification as a nationally recognized recovery home through NH Coalition of Recovery Residences
- Ensure safety by installing and monitoring security cameras and facilitating Urine Drug Screens

Clinical Case Manager

May 2020- July 2021

- Organize, facilitate, and conduct admissions into all programs (Residential, IOP, Sober Living)
- Complete phone screens to collect information and determine eligibility into programs
- Participate in weekly clinical meetings to discuss client charts and provide input
- Maintain a case load for individuals substance use counseling and meet weekly
- Comply with confidentiality and uphold 42. CFR Part 2.
- Attend educational trainings to follow licensure towards being a Licensed Drug and Alcohol Counselor
- Active member in HHH's Safety Committee, Evcnts Committee, Quality Assurance Committee and Clinical Team
- Complete and update weekly treatment plans and review with clients
- Complete American Society for Addiction Medicine (ASAM) Assessment to determine level of care placement
- Connect clients to local recovery resources and encourage positive community supports

Residential Clinician

July 2021-Septemebr 2022

- Complete and update weekly treatment plans
- Manage a clinical caseload of 4 residential clients
- Provide clinical services such as intake/diagnostic evaluations, case evaluations, and crisis interventions for all HHH program clients (residential, IOP, OP, etc.).
- Provide individual and group counseling to women participating in the residential program with an emphasis on relapse prevention and healthy coping skills.
- Treat co-occurring disorders using evidence-based practices in individual, group, and family formats.

Residential Programs Manager

September 2022-Present

- Ensuring that Abi's Place and HHH Residential Treatment Program are operating per licensing and state contract requirements, and NHCORR.
- Development of policies and procedures, as well as updating policies and procedures as needed, to ensure we are in compliance with licensing and state contract requirements and remaining prepared for state inspections at all times.
- Responsible for providing support to clients as needed and participate in Clinical Reviews.
- Responsible to oversee that all staff have been properly trained across shift and participate in the hiring and supervision of all RSS staff.
- Responsible for weekly supervision meetings with Lead CRSW/RSS Supervisor(s), Abi's House Manager, and Nurse Manager.

Homeless Center for Strafford County- Rochester, NH

August 2018-May 2019

Professional Intern/ Case manager

- Participate in Grant writing, fund development, shelter management, interactions with local welfare officers
- Guide conflict resolution between residents and plan individual goals by sharing and discussing available resources

- Evaluate client information and determine appropriate degree in which the shelter can serve the client
- Participate in collection of housing and saving payments from residents
- Sustain a running record of client information, services provided, and payments completed
- Create a living document using Google Drive for the entire organization to improve communication with staff
- Maintain professional working relationships with area agencies to communicate client applications and evaluations

LEADERSHIP AND PROFESSIONAL AFFILIATIONS

UNH BSW Intern Supervisor

August 2020-Present

Supervisor

- Provide agency information and education around Substance Use Disorder, Co Occurring Disorders, and documentation systems
- Demonstrate and support intern in community outreach, intakes, and program goals
- Provide weekly supervision
- Meet UNH BSW program expectations to ensure educational goals are begin met
- Oversee intern case load and provide support

UNH Women's Volleyball Team, Player & Captain

December 2015-December 2018

Returning Captain- 4-year scholarship athlete

- Manage communication between Coaching staff and Team
- Plan, organize and develop events that are related to the program- Volley4Holly, Spread Respect, Team Impact

EDUCATION AND CERTIFICATIONS

University of New Hampshire - Durham, NH

May 18th, 2019

Bachelor of Science: Social Work

Narcan Certification

November 15th, 2019

NH Recovery Coach Certification

May 2019

Cognitive Behavior Therapy

June 2020

CPR, AED, and Basic First Aid

November 20th, 2020

Certified Clinical Trauma Professional Intensive Training Course

January 2021

Licensed Alcohol and Drug Counselor

July 2021

Dialectical Behavioral Therapy

September 2022

Crisis Prevention Institute (CPI)

September 2022

Julia Caddell

EDUCATION

University of New Hampshire - Durham, NH

Expected: May 2021

Bachelor of Science: Social Work – Minor: Public Health

GPA: 3.7 Overall, 3.83 Department

- Dean's List - High Honors Fall 2018, Spring 2019; Highest Honors Fall 2019, Spring 2020

SKILLS

Organization

Ability to work under pressure

Dependability

Quick Learner

Microsoft Office

Training and development

Prioritizing

Time management

CERTIFICATIONS

- QPR Institute: QPR Suicide Prevention Gatekeeper Program

Acquired: December 2019

PROFESSIONAL EXPERIENCE

Zebra Crossings – Dover, NH

October 2019 – Present

Volunteer Staff

- Zebra Crossings is a non-profit organization with a mission to “enrich the lives of youth with chronic medical conditions by fostering greater self-confidence, a sense of independence and a desire to realize their full potential through fun and engaging enrichment programs that build a strong and caring community support network for families”.
- With Zebra Crossings, I have been working as a staff volunteer for many different programs including day programs as well as overnight retreats. For both programs, there are significant responsibilities needed for volunteer staff including but not limited to:
 - Embody the core values of Play, Achievement, Wellness, Independence, and Community
 - Provide support to staff and campers
 - Create a positive and safe environment; assist in managing morale, behavior, and conflicts
 - Monitor health needs of the participants and seek medical support as needed
 - Be additional adult supervision to senior staff when managing camper challenging behavior resolution

LEADERSHIP AND PROFESSIONAL AFFILIATIONS

Alpha Phi Omega Theta Zeta Chapter – Durham, NH

Spring 2019 – Present

Brother

- Alpha Phi Omega is a nationally recognized co-educational community service fraternity with the guiding principles of Leadership, Friendship, and Service and provides service to the University of New Hampshire campus, Seacoast community, and nation by donating time and effort to various organizations and causes.
- Required 20 hours of community service per semester

Phi Alpha Pi Chi Chapter – Durham, NH

Spring 2019 – Present

Treasurer

- The Phi Alpha Honor Society strives to create a closer bond among students of social work and promote humanitarian goals and ideals. Phi Alpha fosters high standards of education for social workers and invited membership to those who have attained excellence in scholarship and achievement on social work.
- As treasurer I am expected to:
 - Keep an accurate record of the chapter's finances
 - Check out P-card and make chapter purchases as needed
 - Set up payment method for new member dues
 - Order induction ceremony and other organizational materials

MSW student seeking advanced year clinical field placement.

Jennifer Scanlan

EDUCATION

Whittier Technical High School, Haverhill MA

- Studied health occupations
- Cumulative gpa 3.30
- Graduated in 2015

University of New England, Biddeford ME

- Studied social work with a minor in women and genders studies
- Graduating GPA 3.2
- Graduated May 2020 with a BSW

University of New England, Portland ME

- Currently in my second semester to earn my MSW
- Current GPA 4.0

WORK and VOLUNTEER EXPERIENCE

CARING UNLIMITED (INTERNSHIP)-SANFORD MAINE

Sept 2019 - Feb 2020

Outreach Program

- Assist clients with activities such as governor's clemency, finding housing options, and navigating through difficult paper work in hopes to keep themselves and children safe
- Co-facilitate domestic violence support group once a week
- Helpline support and advocacy two times a month
- Accessing and reading police reports
- Follow up calls to victims identified in police reports

UNE STUDENT FEDERAL WORK STUDY

Sept 2018 - March 2020

Disabilities center

- Admission and monitoring students presenting for exams
- Scheduling students to take exams in test center
- Clerical and administrative office work

PRIVATE PERSONAL CARE ASSISTANT- HAVERHILL MA

May 2015 - March 2020

- Provided support for activities of daily living to individuals with cerebral palsy, autism, and down syndrome
- Provided transportation to personal and social activities
- Provided overnight care
- Maintained detailed health records

SODEXO (ALFOND CAFE)- UNE CAMPUS

August 2015 - 2019

- Maintaining and cleaning facility
- Preparing food according to specific customer orders
- Performed duties related to closing café operations for the evening

SEA VIEW RETREAT - 50 MANSION DRIVE, ROWLEY MA

May 2014 - Aug 2015

Certified nursing assistant, nursing home

- Assisted residents with activities of daily living and social activities
- Maintained detailed activity notes in electronic health records
- Assisted with feeding

SKILLS

- Committed to providing a person-centered approach and best practices to assist clients in improving quality of life and wellness
- Promote social inclusion in any situation by making sure every individual has what they need to succeed
- Always work with a respect to other people's cultures and life paths that may differ from mine
- Using my privilege to challenge discrimination and social exclusion

AWARDS

- Leadership award in 4-H
- Dean's list during multiple semesters

EXTRACURRICULAR

- 4-H for ten years
- Cofounder of the UNE undergrad social work club

Lisa M. Pollard, MBA, C.P.M.

[REDACTED] (h)

[REDACTED] (c)

EXPERIENCE

2019 – present Director of Operations

Hope on Haven Hill, 158 Route 108, Suite D, Somersworth, NH 03878

Current responsibilities include planning, directing, and coordinating the organization's day-to-day operations including, but not limited to, financial, grant, and contract management and compliance; oversight of facilities; supply management; Information Technology; human resources; recruiting and employee benefits; and staff training. In addition, responsible for collaborating with the Executive Director to develop and implement strategies to ensure efficiency and effectiveness of operations; effective communications; drafting Requests for Proposals; completing grant applications; overseeing annual audits; and for ensuring all related State/Federal contractor requirements and grant demands are met. Responsible for supervision of all office and administrative staff, house managers, and clinical director. Currently overseeing the building of a new wellness center for the organization.

2018 – 2019 Contract Administrator/Assistant Director, Contracts and Procurement Unit

State of New Hampshire, Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301

Responsibilities included day-to-day supervision of a staff of 16 contract specialists, including assigning work projects, and performing all human resource functions. Worked closely with legal counsel in the preparation and review of Requests for Proposals/Information/Grant Applications (RFPs/RFIs/RGAs); Memoranda of Understanding (MOUs); service contracts; amendments; licensing and nondisclosure agreements; providing guidance on contract language, State rules, laws, and policies; ensuring compliance with state and federal grant requirements, HIPAA requirements, and IT security; facilitating vendor negotiation meetings, staff trainings; participating in special projects including contracts process improvements, implementation of e-Procurement (Strategic Sourcing and Contract Management) modules, and LEAN project management.

2014-2017 Director, Division of Procurement and Support Services (P&SS)

State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord, NH 03301

Responsibilities included directing nine areas encompassing approximately 45 employees within the Bureau of Purchase & Property; the Bureau of Graphic Services; the Surplus Food Distribution program for the NH School Lunch Program; the State and Federal Surplus Property programs at White Farm; as well as the State's Real Property; Fleet; Recycling; Merchant Card, and Procurement (PCard) programs.

Duties included reviewing requests for bid/proposal (RFBs/RFPs); drafting/review of statewide commodity and service contracts, MOUs, SLAs, SaaS agreements, etc.; providing oversight of internal/external audits; working closely with the State's legal teams to apply rules and laws, and to interpret language related to the activities within the Division; updating Division policies and procedures; working closely with the Department of Information Technology (DoIT) on statewide IT initiatives such as credit card acceptance by agencies, implementation of a new ERP/POS system at the NH Liquor Commission, upgrades to the State's financial and time systems, etc.; contract negotiations; right-to-know requests; vendor protests/hearings; approving purchase orders; preparation/oversight of Division budgets; LEAN project executive sponsor, and providing legislative input as needed. Assisted in drafting procurement and ethics language for the Senate bill which later became RSA 21-G:37.

2006-2014 Purchasing Manager/Contract Specialist

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration for large dollar projects at the various USNH institutions. Duties included preparing formal requests for information/proposals/bids (RFI/RFP/RFBs); conducting site inspections; vendor negotiations; assuring compliance with USNH, state, and federal policies and requirements for procurement; overseeing insurance requirements and mitigating risk to the USNH institutions; assisting with internal/external audits; and supervision of support staff. Worked closely with the USNH senior contract officer and legal counsel to draft, review and negotiate UNH/USNH contract documents.

2000-2006 Purchasing Agent

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration of commodities and services for all four USNH institutions, including information technology and office equipment; printing; motor vehicles; and independent contractors. Conducted campus-wide purchasing training; sourcing; site inspections; pre-proposal meetings and bid openings; contract negotiations; and processed purchase orders. Was the "green" buying specialist for UNH.

EDUCATION

2003-2006 Plymouth State University, Plymouth, New Hampshire

Received Master of Business Administration (MBA) degree in Spring 2006.

1984-1988 Hawthorne College, Antrim, New Hampshire

Graduated cum laude in April 1988 with a Bachelor of Science degree in Business Administration and a minor in Psychology. President of Student Council 1987-1988.

CERTIFICATION

Received designation as **Certified Purchasing Manager (C.P.M.)** through the Institute for Supply Management (ISM) in July 2009. Renewed July 2014.

TECHNICAL SKILLS

Experienced in utilizing the following software and databases: Microsoft Office 365; SharePoint, Access; SCT Banner (Oracle); Lawson/Infor NH First (Oracle), Unimarket ERP, and CutePDF, WITS, and MMIS. Current Notary Public.

OTHER

Have previously published magazine articles related to sports and the environment.

REFERENCES

Available upon request.

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerry Norton, RN	Executive Director	101,650	33%	33,544
Beth O'Dell	Clinical Director	85,000	50%	42,500
Catherine "Kati" Plasse (prev. Woodford)	Licensed Clinician/MLADC	72,000	10%	7,200
Maury Elsassner	Licensed Clinician/LADC - IOP	65,000	50%	32,500
Gabriella Olhava	Residential Prg. Mgr./LADC	68,000	50%	34,000
Julia Caddell	Case Manager - Admissions	50,076	50%	25,038
Jennifer Andersen (prev. Scanlan)	House Manager - Abi's	50,960	50%	24,480
Lisa Pollard	Operations Director	91,952	10%	9,195

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Lori A. Shibliette
Commissioner

Katja S. Fox
Director

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

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

March 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	334662-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	\$651,316	\$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	175226-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	(\$988,700)	\$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:	\$11,685,920	(\$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.

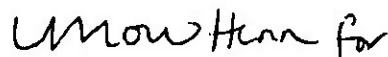
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and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



Lori A. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

03-03-02-020510-33820000 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)

Delonging Medical Group		334662-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$89,109	\$146,657		\$215,856
2023	074-500585	Community Grants	\$89,960	\$190,656		\$280,618
2024	074-500585	Community Grants	\$21,261	\$45,059		\$66,320
Sub-total			\$180,420	\$382,374		\$562,794

Bridge Street Recovery, LLC		341988-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$136,979	\$166,976		\$303,955
2023	074-500585	Community Grants	\$185,928	\$281,250		\$470,179
2024	074-500585	Community Grants	\$40,498	\$0		\$40,498
Sub-total			\$363,406	\$448,226		\$814,632

Center/Dartmouth Hitchcock Keene		155405-0001		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

CC of Nashua/Greater Nashua Mental Health		154112-0001		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

Dismas Home		290061-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794		
2023	074-500585	Community Grants	\$62,909	\$281,250	\$344,159		
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981		
Sub-total			\$119,934	\$375,000	\$494,934		

Families in Transition		157730-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$199,021	(\$52,907)	\$143,114		
2023	074-500585	Community Grants	\$271,691	\$90,592	\$362,283		
2024	074-500585	Community Grants	\$58,106	(\$45,059)	\$13,047		
Sub-total			\$525,818	(\$7,374)	\$518,444		

Granton City		177397-B003		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632		
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395		
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827		
Sub-total			\$148,854	\$0	\$148,854		

Headrest, Inc.		175226-B001		PO TBD		PO TBD	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget		
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063		
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917		
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390		
Sub-total			\$80,370	\$0	\$80,370		

Hope on Haven Hill		275119-0001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902
2023	074-500585	Community Grants	\$51,320	\$281,250	\$332,570
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965
Sub-total			\$111,437	\$375,000	\$466,437

Manchester Alcohol Rehab Center, Easter Seals, Farnam Center		177204-0001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$166,941	\$0	\$166,941
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208
Sub-total			\$452,125	\$0	\$452,125

Southeastern NH Alcohol & Drug Abuse Services		155292-0001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696
Sub-total			\$77,858	\$0	\$77,858
SUB TOTAL GOV COMM			\$2,256,979	\$1,573,226	\$3,830,205

05-95-92-920510-33840900 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	\$146,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,658	(\$190,658)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dermouth Hichcock
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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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	\$59,647	\$0	\$59,647
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,542	\$0	\$129,542

Dumas 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$146,657	\$562,094
2023	074-500585	Community Grants	\$375,605	\$190,656	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$362,374	\$1,496,763

Grafton City

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$136,976	\$0	\$136,976
2023	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,784	\$0	\$108,784
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	074-500585	Community Grants	\$497,998	\$0	\$497,998
2024	074-500585	Community Grants	\$108,407	\$0	\$108,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,310	(\$76,538)	\$4,006,776

05-05-02-020510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: 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	074-500585	Community Grants	\$88,800	\$0	\$88,800
2023	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

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	074-500585	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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven Hill

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farmum Center

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$1,703,400	(\$719,200)	\$1,074,200
2023	074-500585	Community Grants	\$597,600	(\$268,500)	\$329,300
Sub-total			\$2,391,200	(\$988,700)	\$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
SUB TOTAL BOR			\$4,625,625	(\$788,700)	\$3,836,925
Grand Total All			\$11,863,020	(\$192,012)	\$11,473,008

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

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 Hope on Haven Hill, Inc., ("the Contractor").

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

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

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

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

1. P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,156,009
2. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.6. as follows:
3.1.6. The Contractor shall ensure a minimum total of **eight (8) beds** are available for High-Intensity Residential Treatment for Adults (Level 3.5) provided through this Agreement.
3. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.7. as follows:
3.1.7. The Contractor shall ensure a minimum total of **eight (8) beds** are available for Transitional Living Services provided through this Agreement.
4. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.8. Assistance Enrolling in Insurance Programs, Paragraph 3.8.1., by adding Subparagraph 3.8.1.4. as follows:
3.8.1.4. New Hampshire Medicare programs.
5. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.11., Coordination of Care, by adding Paragraph 3.11.13. as follows:
3.11.13. The Contractor shall use the Department-approved, closed-loop referral system to connect individuals to health and social service providers as needed.
6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.6. to read:
3.17.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.7. to read:

3.17.7. 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.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.8. to read:

3.17.8. 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, but is not limited to:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

9. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.9. to read:

3.17.9. 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:

3.17.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.17.9.2. 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.

10. Modify Exhibit B, Section 6., Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

11. Modify Exhibit B, Section 6., Staffing, Subsection 6.11., to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

12. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1 to read:

11.3.1 If the Contractor Publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

- 11.3.1.1 Sign and have in effect, Exhibit L, Amendment #1, sample End User License Agreement with the Department, prior to such referencing or marketing.
- 11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

13. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Hope on Haven Hill, Inc. organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

- 12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.
- 12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

- 12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 12.1.2.2. Formula: Total current assets divided by total current liabilities.

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
- 14. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
- 15. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
- 16. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
- 17. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/11/2022

Date

DocuSigned by:
Katja S. Fox
FD0D05B04C63442

Name: Katja S. Fox

Title: Director

Hope on Haven Hill, Inc.

2/11/2022

Date

DocuSigned by:
Lisa Pollard
61EEA1E5A5E142D

Name: Lisa Pollard

Title: Director of operations

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

OFFICE OF THE ATTORNEY GENERAL

2/11/2022

Date

DocuSigned by:
Robyn Guarino
748734844941480...

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-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 individual 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;
 - 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 the Doorway and 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.

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 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:
 - 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

**New Hampshire Department of Health and Human Services
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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
- 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
- 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
- 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
- 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
- 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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- 13.8.3. 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
- 13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

- 14.1. 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:
 - 14.1.1. Organized into related sections with entries in chronological order;
 - 14.1.2. Easy to read and understand;
 - 14.1.3. Complete, containing all the parts;
 - 14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;
 - 14.1.5. Up-to-date, including notes of most recent contacts; and
 - 14.1.6. Accessible to the Department upon request.
- 14.2. The Contractor shall ensure service records are organized as follows:
 - 14.2.1. First section, Intake/Initial Information:
 - 14.2.1.1. Identification data, including the individual's:
 - 14.2.1.1.1. Name;
 - 14.2.1.1.2. Date of birth;
 - 14.2.1.1.3. Address;
 - 14.2.1.1.4. Telephone number; and
 - 14.2.1.1.5. The last four (4) digits of the individual's Social Security number;
 - 14.2.1.2. The date of admission;
 - 14.2.1.3. Name, address, and telephone number of the individual's:
 - 14.2.1.3.1. Legal guardian;
 - 14.2.1.3.2. Representative payee;
 - 14.2.1.3.3. Emergency contact;
 - 14.2.1.3.4. The person or entity referring the individual for services, as applicable;
 - 14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
 - 14.2.1.3.7. Public or private health insurance provider(s), or both;
 - 14.2.1.4. The individual's religious preference, if any;
 - 14.2.1.5. The individual's personal health history;
 - 14.2.1.6. The individual's mental health history;
 - 14.2.1.7. Current medications;
 - 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
 - 14.2.1.9. Signed receipt of notification of individual rights;
 - 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
 - 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
 - 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
 - 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

- 15.2.1. The individual's name;
- 15.2.2. The medication name and strength;
- 15.2.3. The prescribed dose;
- 15.2.4. The route of administration;
- 15.2.5. The frequency of administration; and
- 15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. 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:

- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
- 15.4.2. 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; and
- 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

- 15.6.1. In original, unopened containers;
- 15.6.2. Are stored in accordance with this Exhibit B-1;
- 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
- 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
- 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
- 15.7.4. Document each medication taken in an individual's medication log, which includes:
- 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
- 15.7.4.2. The date and the time the medication was taken;
- 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
- 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
- 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
- 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

- 21.1.1. The right of access to treatment including:

- 21.1.1.1. 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

- 21.1.1.2. 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

- 21.1.2. The right to quality treatment including:

- 21.1.2.1. 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;

- 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

- 21.1.4. 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;

- 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

- 21.1.6. 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;

- 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

- 21.1.7.1. Freedom of movement; and

- 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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



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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. 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

21.4.10. 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.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. 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.

22.2. 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:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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- 24.4.4. The program has a mechanism that enables it to:
 - 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. 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
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. 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.
- 24.4.6. The program has procedures for:
 - 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. 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.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
 - 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. 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.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 13.48%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 TI083464.
 - 1.2. 37.49%, 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 TI083326, which are only **effective from the contract effective date through September 29, 2022.**
 - 1.3. 6.95% General funds.
 - 1.4. 42.08% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-12, 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-12, Residential Services 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

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- 4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, Women's Services Budget
 - 4.1.2. Exhibit C-2, Amendment #1, Transitional Living Program Budget
 - 4.1.3. Exhibit C-3, Enhanced Services Budget
 - 4.1.4. Exhibit C-4, Residential Services Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-5, Women's Services Budget
 - 5.1.2. Exhibit C-6, Transitional Living Program Budget
 - 5.1.3. Exhibit C-7, Enhanced Services Budget
 - 5.1.4. Exhibit C-8, Residential Services Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-9, Women's Services Budget
 - 6.1.2. Exhibit C-10, Transitional Living Program Budget
 - 6.1.3. Exhibit C-11, Enhanced Services Budget
 - 6.1.4. Exhibit C-12, Residential Services Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee

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scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.
8. Additional Billing/Reporting Requirements
- 8.1. The Contractor shall maintain documentation that includes, but is not limited to:
- 8.1.1. Medicaid and/or Medicare ID of the individual receiving services.
- 8.1.2. WITS ID of the individual receiving services, if applicable.
- 8.1.3. Date range of stay per individual for which expenses apply.
- 8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.
- 8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

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8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1. above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5., Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

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9.5.1. If the individual owns a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

9.5.2. If the individual does not own a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

- 10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
- 10.3. Ensure backup documentation includes, but is not limited to:
 - 10.3.1. General Ledger showing revenue and expenses for the contract.
 - 10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 10.3.3. Receipts for expenses within the applicable state fiscal year.
 - 10.3.4. Cost center reports.
 - 10.3.5. Profit and loss reports.
 - 10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

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- 10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:
- Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301
13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
19. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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20. Audits

20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

20.1.1. 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.

20.1.2. 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.

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 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.

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. 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.

20.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.



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

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;



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- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



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Exhibit I – Amendment #1

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services
Exhibit I – Amendment #1

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

Department of Health and Human Services

Hope on Haven Hill

The State

Name of the Contractor

Katja S. Fox

Lisa Pollard

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Lisa Pollard

Name of Authorized Representative

Name of Authorized Representative

Director

Director of Operations

Title of Authorized Representative

Title of Authorized Representative

3/3/2022

3/3/2022

Date

Date



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

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is made this _____ by the undersigned provider (“ELIGIBLE PROVIDER”) with the American Society of Addiction Medicine (“LICENSOR”) with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> (“LICENSEE”) with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement (“Agreement”) on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER’s public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

UP

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____


Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____


 Contractor Initials UP
 Date 2/11/2022

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Lori A. Shibley
Commissioner

Katja S. Fox
Director

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

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

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/NH, 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

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

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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DocuSign Envelope ID: A1A9C418-BF41-411E-B5CF-58C906FADC39

DocuSign Envelope ID: 6BF1ECAE-F12A-4807-8D4F-51542326B1BC

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
4CA182994125473...

Lori A. Shibinette
Commissioner

05-05-02-020510-33820000 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
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	\$21,281
Sub-total			\$180,421

Bridge Street Recovery, LLC		341986-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$136,978
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$366,405

Center/Dartmouth Hitchcock Keene		155405-B001	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			\$132,633

CC of Nashua/Greater Nashua
Mental Health

154112-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

Dismas Home

290081-B001

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	\$82,909
2024	102-500731	Contracts for Prog Svc	\$13,881
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$196,022
2023	102-500731	Contracts for Prog Svc	\$271,691
2024	102-500731	Contracts for Prog Svc	\$58,106
Sub-total			\$525,818

Grafton Cty		177397-8003		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	\$69,395	
2024	102-500731	Contracts for Prog Svc	\$14,827	
Sub-total			\$148,854	

Harbor Care		188574-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	

Headrest, 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-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$166,941
2023	102-500731	Contracts for Prog Svc	\$234,977
2024	102-500731	Contracts for Prog Svc	\$50,208
Sub-total			\$452,125

Southeastern NH Alcohol & Drug
Abuse Services

155292-B001

PO 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			\$2,195,857

05-85-92-920610-33840000 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
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,858
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,829
Sub-total			\$776,539

**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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

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

Dimas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$91,228
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
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 Cty

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrest, 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	\$108,784
2024	102-500731	Contracts for Prog Svc	\$23,239
Sub-total			\$236,172

**Manchester Alcohol Rehab Center,
Easter Seals, Famum 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	\$497,998
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

**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	\$16,311
Sub-total			\$185,008
SUB TOTAL CLINICAL			\$4,653,772

06-95-92-920610-70400000 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 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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	\$1,783,400
2023	102-500731	Contracts for Prog Svc	\$597,800
Sub-total			\$2,381,200

**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
SUB TOTAL SOR			\$4,825,825
Grand Total All			\$11,476,254

**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

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven H&I, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
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	8	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	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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	Title
1 Sara Cleveland	
2 Paula Hofigan	
3 Laurie Heath	
4	
5	

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

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), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,715,348
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope Services, Section 3.1. Clinical Services, by adding Subsection 3.1.3.6.5. to read:
3.1.3.6.5. Increase capacity for individuals being served at the ASAM 3.7 Level of Care who are uninsured or underinsured, and fall below 400% of the poverty level.
4. Modify Exhibit B, Scope of Services, Section 3.16. State Opioid Response (SOR) Grant Standards, by adding Subsection 3.16.13., to read:
3.16.13. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRC collection.
5. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 24.016%, 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.
 - 1.2. 59.487%, 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 H79T1085759, which are only effective from

September 30, 2022 through September 29, 2023.

- 1.3. 6.909% General funds.
- 1.4. 9.588% Other funds (Governor's Commission).

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/17/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Manchester Alcoholism Rehabilitation Center

11/17/2022

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

11/21/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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: 0005774613



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

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

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 October 12, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

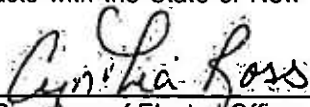
VOTED: That Maureen Beauregard, President & CEO; Lisabritt Solsky Stevens, Chief Govt Relations & Compliance Officer; Catherine Kuhn, Chief Operating Officer; and Tina Sharby, Chief Human Resources Officer
(may list more than one person)
(Name and Title of Contract Signatory)

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: 11/15/2022



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



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2022

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

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


PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME Linda Jaeger, CIC
	PHONE (A/C, No, Ex) 855 874-0123 FAX (A/C, No) E-MAIL ADDRESS linda.jaeger@usi.com
INSURED Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Philadelphia Indemnity Insurance Co. 18058
	INSURER B
	INSURER C
	INSURER D
	INSURER E
	INSURER F

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2454548	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2454548	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K	X	X	PHUB829174	09/01/2022	09/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	EDP			PHPK2454548	09/01/2022	09/01/2023	\$1,619,050 Special Form Incl Theft \$500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Supplemental Names*: Manchester Alcoholism Rehabilitation Center dba Farnum Center, Easter Seals VT, Inc.,*
 The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on behalf of the Named Insured. The General (See Attached Descriptions)

CERTIFICATE HOLDER Department of Health & Human Services, State of NH 129 Pleasant Street 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 
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DESCRIPTIONS (Continued from Page 1)

Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

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 Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Courtney Mitchell PHONE (A/C No, Ext): FAX (A/C No): E-MAIL ADDRESS: cmitchell@hayscompanies.com
	INSURER(S) AFFORDING COVERAGE
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	INSURER A: The North River Insurance Company NAIC # 21105
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 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	ADOL ENSD	SUBR WOD	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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	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	406-738254-6	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

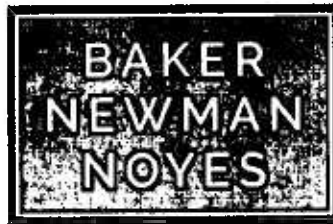
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured includes Manchester Alcoholism Rehabilitation Center, Inc. dba Farnum Center

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street 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 James Hays/CEMITC 
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Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



Easter Seals New Hampshire, Inc. and Subsidiaries

**Consolidated Financial Statements and
Other Financial Information**

*Years Ended August 31, 2021 and 2020
With Independent Auditors' Report*

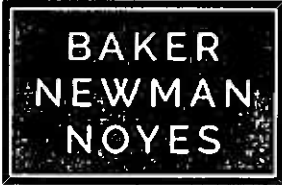
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2021 and 2020

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INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying 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, 2021 and 2020, 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.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2021, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' 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 solely 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 New Hampshire's, Inc. and Subsidiaries' 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 New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 14, 2021

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$14,389,013	\$ 8,234,594
Restricted cash	82,461	-
Short-term investments, at fair value	10,681,421	3,555,005
Program and other accounts receivable	8,593,338	9,046,180
Contributions receivable, net	224,865	329,945
Prepaid expenses and other current assets	<u>633,702</u>	<u>700,139</u>
Total current assets	34,604,800	21,865,863
Assets limited as to use	2,357,939	2,154,522
Investments, at fair value	15,889,181	13,850,923
Other assets	378,877	143,015
Fixed assets, net	<u>29,899,801</u>	<u>28,462,718</u>
	<u>\$83,130,598</u>	<u>\$66,477,041</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,312,551	\$ 2,000,480
Accrued expenses	6,895,135	7,155,936
Deferred revenue	1,862,583	1,339,654
Current portion of interest rate swap agreement	387,067	389,577
Current portion of long-term debt	<u>1,222,914</u>	<u>2,198,630</u>
Total current liabilities	12,680,250	13,084,277
Other liabilities	2,682,812	2,154,522
Interest rate swap agreement, less current portion	1,851,184	2,507,497
Long-term debt, less current portion, net	<u>28,771,371</u>	<u>18,746,040</u>
Total liabilities	45,985,617	36,492,336
Net assets:		
Without donor restrictions	31,026,464	23,812,787
With donor restrictions	<u>6,118,517</u>	<u>6,171,918</u>
Total net assets	<u>37,144,981</u>	<u>29,984,705</u>
	<u>\$83,130,598</u>	<u>\$66,477,041</u>

See accompanying notes.

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

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 732,689	\$ 327,971	\$ 1,060,660
Special events, net of related direct costs of \$643,937	1,171,144	208,832	1,379,976
Annual campaigns, net of related direct costs of \$42,502	418,831	37,458	456,289
Bequests	4,091	-	4,091
Net assets released from restrictions	<u>837,627</u>	<u>(837,627)</u>	<u>-</u>
Total public support	3,164,382	(263,366)	2,901,016
Revenue:			
Fees and tuition	60,020,761	-	60,020,761
Grants	33,096,374	-	33,096,374
Dividend and interest income	625,522	8,878	634,400
Rental income	29,775	-	29,775
Other	<u>549,546</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>94,321,978</u>	<u>8,878</u>	<u>94,330,856</u>
Total public support and revenue	97,486,360	(254,488)	97,231,872
Operating expenses:			
Program services:			
Public health education	42,458	-	42,458
Professional education	3,192	-	3,192
Direct services	<u>82,595,976</u>	<u>-</u>	<u>82,595,976</u>
Total program services	82,641,626	-	82,641,626
Supporting services:			
Management and general	9,427,520	-	9,427,520
Fundraising	<u>1,249,556</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,677,076</u>	<u>-</u>	<u>10,677,076</u>
Total functional expenses	93,318,702	-	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>93,423,887</u>	<u>-</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,062,473	(254,488)	3,807,985

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2021

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 658,823	\$ -	\$ 658,823
Net unrealized and realized gains on investments, net	1,830,767	201,783	2,032,550
Decrease in fair value of beneficial interest in trust held by others	-	(696)	(696)
Loss on sales and disposals of fixed assets	(40,958)	-	(40,958)
Contribution of net assets from acquisition – see Note 15	<u>702,572</u>	<u>-</u>	<u>702,572</u>
	<u>3,151,204</u>	<u>201,087</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,213,677	(53,401)	7,160,276
Net assets at beginning of year	<u>23,812,787</u>	<u>6,171,918</u>	<u>29,984,705</u>
Net assets at end of year	<u>\$31,026,464</u>	<u>\$6,118,517</u>	<u>\$37,144,981</u>

See accompanying notes.

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

Year Ended August 31, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 635,769	\$ 560,250	\$ 1,196,019
Special events, net of related direct costs of \$796,900	771,249	86,820	858,069
Annual campaigns, net of related direct costs of \$87,600	369,157	62,978	432,135
Bequests	221,908	-	221,908
Net assets released from restrictions	<u>755,040</u>	<u>(755,040)</u>	<u>-</u>
Total public support	2,753,123	(44,992)	2,708,131
Revenue:			
Fees and tuition	63,063,228	-	63,063,228
Grants	28,717,978	-	28,717,978
Dividend and interest income	580,379	18,073	598,452
Rental income	34,045	-	34,045
Other	<u>524,750</u>	<u>-</u>	<u>524,750</u>
Total revenue	<u>92,920,380</u>	<u>18,073</u>	<u>92,938,453</u>
Total public support and revenue	95,673,503	(26,919)	95,646,584
Operating expenses:			
Program services:			
Public health education	129,094	-	129,094
Professional education	10,963	-	10,963
Direct services	<u>84,460,373</u>	<u>-</u>	<u>84,460,373</u>
Total program services	84,600,430	-	84,600,430
Supporting services:			
Management and general	8,802,004	-	8,802,004
Fundraising	<u>891,482</u>	<u>-</u>	<u>891,482</u>
Total supporting services	<u>9,693,486</u>	<u>-</u>	<u>9,693,486</u>
Total functional expenses	94,293,916	-	94,293,916
Support of National programs	<u>83,093</u>	<u>-</u>	<u>83,093</u>
Total operating expenses	<u>94,377,009</u>	<u>-</u>	<u>94,377,009</u>
Increase (decrease) in net assets from operations	1,296,494	(26,919)	1,269,575

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2020

	<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	\$ (242,081)	\$ —	\$ (242,081)
Net unrealized and realized gains on investments, net	711,416	94,474	805,890
Increase in fair value of beneficial interest in trust held by others	—	21,320	21,320
Other non-operating gains	<u>1,502</u>	<u>—</u>	<u>1,502</u>
	<u>470,837</u>	<u>115,794</u>	<u>586,631</u>
Total increase in net assets	1,767,331	88,875	1,856,206
Net assets at beginning of year	<u>22,045,456</u>	<u>6,083,043</u>	<u>28,128,499</u>
Net assets at end of year	<u>\$23,812,787</u>	<u>\$6,171,918</u>	<u>\$29,984,705</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	Program Services			Supporting Services			Total Program and Supporting Services Expenses		
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2021	2020
Salaries and related expenses	\$ 11,096	\$ –	\$64,176,399	\$64,187,495	\$6,044,992	\$ 870,368	\$ 6,915,360	\$71,102,855	\$72,786,243
Professional fees	17,291	–	7,842,755	7,860,046	2,100,809	164,328	2,265,137	10,125,183	9,192,052
Supplies	790	–	1,989,877	1,990,667	131,147	39,046	170,193	2,160,860	2,332,888
Telephone	–	–	513,962	513,962	184,045	1,810	185,855	699,817	680,452
Postage and shipping	–	–	25,110	25,110	19,618	7,956	27,574	52,684	53,535
Occupancy	–	–	2,389,582	2,389,582	338,318	70,122	408,440	2,798,022	2,765,081
Outside printing, artwork and media	5,090	–	4,927	10,017	5,130	5,852	10,982	20,999	51,796
Travel	7	–	1,236,068	1,236,075	13,024	1,686	14,710	1,250,785	1,538,838
Conventions and meetings	–	3,192	55,272	58,464	16,905	2,432	19,337	77,801	201,166
Specific assistance to individuals	–	–	1,379,455	1,379,455	108	–	108	1,379,563	962,562
Dues and subscriptions	–	–	25,725	25,725	13,398	4,003	17,401	43,126	33,721
Minor equipment purchases and equipment rentals	775	–	153,295	154,070	158,601	4,137	162,738	316,808	307,379
Ads, fees and miscellaneous	7,409	–	222,711	230,120	84,777	73,409	158,186	388,306	533,260
Interest	–	–	764,208	764,208	144,791	–	144,791	908,999	936,518
Depreciation and amortization	–	–	1,816,630	1,816,630	171,857	4,407	176,264	1,992,894	1,952,115
Miscellaneous business tax	–	–	–	–	–	–	–	–	(33,690)
	<u>\$42,458</u>	<u>\$ 3,192</u>	<u>\$82,595,976</u>	<u>\$82,641,626</u>	<u>\$9,427,520</u>	<u>\$1,249,556</u>	<u>\$10,677,076</u>	<u>\$93,318,702</u>	<u>\$94,293,916</u>
	0.05%	0.00%	88.51%	88.56%	10.10%	1.34%	11.44%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

	Program Services				Supporting Services			Total Program and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2020
Salaries and related expenses	\$ 63,997	\$ —	\$66,101,195	\$66,165,192	\$5,930,175	\$690,876	\$6,621,051	\$72,786,243
Professional fees	16,450	—	7,431,705	7,448,155	1,692,500	51,397	1,743,897	9,192,052
Supplies	1,403	—	2,250,675	2,252,078	53,836	26,974	80,810	2,332,888
Telephone	—	—	472,978	472,978	203,806	3,668	207,474	680,452
Postage and shipping	670	—	24,322	24,992	19,191	9,352	28,543	53,535
Occupancy	—	—	2,375,772	2,375,772	323,638	65,671	389,309	2,765,081
Outside printing, artwork and media	15,707	—	9,823	25,530	10,063	16,203	26,266	51,796
Travel	20	—	1,517,141	1,517,161	16,319	5,358	21,677	1,538,838
Conventions and meetings	17,258	10,963	106,513	134,734	57,268	9,164	66,432	201,166
Specific assistance to individuals	—	—	962,562	962,562	—	—	—	962,562
Dues and subscriptions	451	—	22,833	23,284	8,849	1,588	10,437	33,721
Minor equipment purchases and equipment rentals	775	—	192,132	192,907	113,204	1,268	114,472	307,379
Ads, fees and miscellaneous	12,363	—	452,113	464,476	63,974	4,810	68,784	533,260
Interest	—	—	766,789	766,789	169,729	—	169,729	936,518
Depreciation and amortization	—	—	1,807,510	1,807,510	139,452	5,153	144,605	1,952,115
Miscellaneous business tax	—	—	(33,690)	(33,690)	—	—	—	(33,690)
	<u>\$129,094</u>	<u>\$10,963</u>	<u>\$84,460,373</u>	<u>\$84,600,430</u>	<u>\$8,802,004</u>	<u>\$891,482</u>	<u>\$9,693,486</u>	<u>\$94,293,916</u>
	0.14%	0.01%	89.57%	89.72%	9.33%	0.95%	10.28%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Increase in net assets	\$ 7,160,276	\$ 1,856,206
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,992,894	1,952,115
Bond issuance costs amortization	6,110	6,110
Increase in fair value of beneficial interest in trust held by others	696	(21,320)
Net loss (gain) on sales and disposals of fixed assets	40,958	(1,053)
Change in fair value of interest rate swap	(658,823)	242,081
Gain on conversion of long-term debt to grant revenue	(1,140,000)	-
Net unrealized and realized gains on investments, net	(2,032,550)	(805,890)
Donor restricted contributions	(327,971)	(560,250)
Contribution of net assets from acquisition	(702,572)	-
Changes in operating assets and liabilities:		
Program and other accounts receivable	706,473	2,362,020
Contributions receivable	105,080	169,271
Prepaid expenses and other current assets	77,756	(177,703)
Other assets	16,437	18,231
Accounts payable and accrued expenses	22,693	100,912
Deferred revenue	496,622	956,366
Other liabilities	<u>191,374</u>	<u>346,935</u>
Net cash provided by operating activities	5,955,453	6,444,031
Cash flows from investing activities:		
Purchases of fixed assets	(2,184,030)	(1,031,798)
Proceeds from sale of fixed assets	20,323	2,660
Change in investments, net	(7,132,124)	(711,622)
Change in assets limited as to use	(203,417)	56,982
Cash, cash equivalents and restricted cash acquired from acquisition	<u>365,413</u>	<u>-</u>
Net cash used by investing activities	(9,133,835)	(1,683,778)
Cash flows from financing activities:		
Repayment of long-term debt	(1,074,073)	(1,619,767)
Proceeds from long-term debt	10,161,364	1,192,103
Donor restricted contributions	<u>327,971</u>	<u>560,250</u>
Net cash provided by financing activities	<u>9,415,262</u>	<u>132,586</u>

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

Years Ended August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Increase in cash, cash equivalents and restricted cash	\$ 6,236,880	\$ 4,892,839
Cash, cash equivalents and restricted cash, beginning of year	<u>8,234,594</u>	<u>3,341,755</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$14,471,474</u>	<u>\$ 8,234,594</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 875,000</u>	<u>\$ 934,000</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

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); Easter Seals Maine, Inc. (Easter Seals ME); Manchester Alcoholism Rehabilitation Center (Farnum Center); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. 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, overnight repurchase agreements and money market funds, excluding assets limited as to use.

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 \$9,677,021 and \$3,555,005 as of August 31, 2021 and 2020, 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

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>2021</u>	<u>2020</u>
Cash and cash equivalents	\$14,389,013	\$8,234,594
Restricted cash	<u>82,461</u>	<u>—</u>
	<u>\$14,471,474</u>	<u>\$8,234,594</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.

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. See also note 8.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

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 at August 31, 2021 and 2020.

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 2021 and 2020 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

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 judgement.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

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.

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 provides 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, 2021 and 2020, estimated implicit price concessions of \$1,079,600 and \$1,345,100, 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 pledged.

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 \$6,850,000 and \$6,494,000 for the years ended August 31, 2021 and 2020, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, 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.

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.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries 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.

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, 2021, and 2020, Easter Seals NH had recognized a liability of \$2,238,251 and \$2,897,074, 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 \$658,823 and a decrease in net assets of \$242,081 for the years ended August 31, 2021 and 2020, 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, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Increase (Decrease) 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 (decrease) 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 and disposals of fixed assets, the contribution of assets from affiliation (see note 15) and net realized and unrealized gains and losses on investments.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 outbreak could negatively impact, for some period of time, the overall economy as well as certain business segments. Investment markets have experienced increased volatility which may negatively affect the carrying value of Easter Seals NH's investments. The pandemic resulted in the temporary closure of some of Easter Seals NH's programs and reduction in size of other programs from March 2020 through August 2021. The State of New Hampshire has since eased restrictions and lifted certain limitations on capacity restrictions. While Easter Seals NH's revenues have experienced gradual improvement since 2020, uncertainty still exists as the future is unpredictable. Easter Seals NH's pandemic response plan continues to evolve as the pandemic unfolds. In response to the pandemic, Easter Seals NH did qualify for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding totaling approximately \$10,500,000 for the time period of April 2020 through August 2021, of which approximately \$4,600,000 was passed through to employees that qualified for the additional payments under certain programs. Easter Seals NH also entered into a Payroll Protection Program loan in 2021 (see note 11). Easter Seals NH believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by various factors, most of which are beyond its control and ability to forecast. The primary factors include, but are not limited to, the scope and duration of business closures and restrictions. Because of this and other uncertainties, Easter Seals NH cannot estimate the length or severity of the impact of the pandemic on its operations.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported total net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. The guidance is effective for Easter Seals NH on September 1, 2022, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for Easter Seals NH on September 1, 2019 as the resource recipient and was effective on September 1, 2020 as the resource provider. Adoption of this standard as the resource recipient and resource provider did not result in a significant change in these consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The objective of this update is to improve the effectiveness of disclosures in the notes to the financial statements by facilitating clear communication of the information required by U.S. GAAP that is most important to users of each entity's financial statements. The amendments in this update modify certain disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*. Easter Seals NH adopted ASU 2018-13 effective September 1, 2020 and the adoption of this standard did not have a significant impact on its consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for Easter Seals NH, beginning September 1, 2021. Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2020-07 on its consolidated financial statements however does not anticipate it will result in a significant change.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

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 14, 2021, the date these consolidated financial statements were available to be issued.

Effective November 13, 2021, Farnum Center will no longer provide certain residential treatments at its Franklin, New Hampshire location and Easter Seals VT will no longer offer military and veteran services in Vermont, including no longer conducting Veterans Count fundraising activities in Vermont. Additionally, Easter Seals NH concluded it will exit all operations and providing services in the state of Maine by December 31, 2021. Easter Seals NH estimates that discontinuing these programs will result in a decrease of revenue of approximately \$7 million in 2022. No impairment of long-lived assets associated with these programs is anticipated.

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, 2021 and 2020

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, 2021 and 2020 are as follows:

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2021</u>			
Other initiatives	\$1,437,096	\$227,759	\$1,664,855
Operations	<u>3,712,974</u>	<u>—</u>	<u>3,712,974</u>
Total endowment net assets	<u>\$5,150,070</u>	<u>\$227,759</u>	<u>\$5,377,829</u>

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2020</u>			
Other initiatives	\$1,419,771	\$148,385	\$1,568,156
Operations	<u>3,688,378</u>	<u>—</u>	<u>3,688,378</u>
Total endowment net assets	<u>\$5,108,149</u>	<u>\$148,385</u>	<u>\$5,256,534</u>

Changes in Endowment Net Assets

During the years ended August 31, 2021 and 2020, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2019	\$5,069,811
Investment return:	
Investment income, net of fees	36,927
Net appreciation (realized and unrealized), net	32,707
Contributions	119,806
Appropriated for expenditure	<u>(2,717)</u>
Net endowment assets, August 31, 2020	5,256,534
Investment return:	
Investment income, net of fees	105,151
Net appreciation (realized and unrealized), net	56,955
Contributions	41,921
Appropriated for expenditure	<u>(82,732)</u>
Net endowment assets, August 31, 2021	<u>\$5,377,829</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

3. Classification of Net Assets (Continued)

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

	<u>2021</u>	<u>2020</u>
Satisfaction of donor restrictions	\$754,895	\$752,323
Release of appropriated endowment funds	<u>82,732</u>	<u>2,717</u>
	<u>\$837,627</u>	<u>\$755,040</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, 2021 and 2020 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2021</u>			
Other initiatives	\$ 3,348,849	\$516,330	\$ 3,865,179
Operations	<u>27,677,615</u>	<u>224,358</u>	<u>27,901,973</u>
Total non-endowment net assets	<u>\$31,026,464</u>	<u>\$740,688</u>	<u>\$31,767,152</u>
<u>2020</u>			
Other initiatives	\$ 2,558,302	\$604,502	\$ 3,162,804
Operations	<u>21,254,485</u>	<u>310,882</u>	<u>21,565,367</u>
Total non-endowment net assets	<u>\$23,812,787</u>	<u>\$915,384</u>	<u>\$24,728,171</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, 2021 or 2020.

Net assets with donor restrictions

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

	<u>2021</u>	<u>2020</u>
Purpose restriction:		
Other initiatives	\$ 516,330	\$ 604,502
Operations	<u>83,514</u>	<u>166,867</u>
	599,844	771,369

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

3. Classification of Net Assets (Continued)

	<u>2021</u>	<u>2020</u>
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	\$5,171,595	\$5,132,149
Investments, gains and income from which is donor restricted	227,759	148,385
Beneficial interest in perpetual trust	<u>119,319</u>	<u>120,015</u>
	<u>5,518,673</u>	<u>5,400,549</u>
Total net assets with donor restrictions	<u>\$6,118,517</u>	<u>\$6,171,918</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, 2021 and 2020

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, 2021), comprise the following:

Cash and cash equivalents	\$14,389,013
Short-term investments, at fair value	10,681,421
Program and other accounts receivable	8,593,338
Contributions receivable, net	<u>224,865</u>
	33,888,637
Investments, at fair value	<u>15,889,181</u>
	49,777,818
Less: net assets with donor restrictions	<u>6,118,517</u>
	<u>\$43,659,301</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, 2021, and 2020, approximately \$10,177,000 and \$4,539,000, respectively, of cash and cash equivalents, and approximately \$10,681,000 and \$3,555,000, respectively, of investments were on-hand under this practice. At August 31, 2021 the cash reserve balances include \$10,000,000 in cash received through the Payroll Protection Program loan. See note 11 regarding forgiveness of this loan. 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, 2021 and 2020 are \$236,642 and \$352,945, respectively, net of an allowance for doubtful accounts of \$27,931 and \$37,900, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2021:

2022	\$252,796
2023	3,397
2024	3,380
2025	2,000
2026	2,000
Thereafter	<u>1,000</u>
	<u>\$264,573</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

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>2021</u>			
Residential and educational services	\$28,646,886	\$ 982,152	\$29,629,038
Community based services	2,190,706	20,537,778	22,728,484
Farnum Center	9,104,776	3,875,518	12,980,294
Family support services	7,150,066	352,915	7,502,981
Senior services	3,831,492	2,018,562	5,850,054
Transportation services	2,999,166	36,563	3,035,729
Outpatient and early support services	1,037,854	1,580,370	2,618,224
Children development services	1,922,827	587,504	2,510,331
Workforce development	2,111,411	5,831	2,117,242
Other programs	<u>1,025,577</u>	<u>3,119,181</u>	<u>4,144,758</u>
	<u>\$60,020,761</u>	<u>\$33,096,374</u>	<u>\$93,117,135</u>
<u>2020</u>			
Residential and educational services	\$27,664,586	\$ 1,450,202	\$29,114,788
Community based services	2,460,347	19,623,362	22,083,709
Farnum Center	11,736,621	2,350,671	14,087,292
Family support services	7,107,786	41,778	7,149,564
Senior services	4,203,679	1,628,049	5,831,728
Transportation services	2,848,237	35,182	2,883,419
Children development services	2,160,115	521,157	2,681,272
Outpatient and early support services	749,605	1,690,325	2,439,930
Workforce development	2,264,498	18,033	2,282,531
Other programs	<u>1,867,754</u>	<u>1,359,219</u>	<u>3,226,973</u>
	<u>\$63,063,228</u>	<u>\$28,717,978</u>	<u>\$91,781,206</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 2021 and 2020 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2021 and 2020 from major payor sources is as follows:

	<u>2021</u>	<u>2020</u>
Private payors (includes coinsurance and deductibles)	\$2,845,213	\$ 3,308,385
Medicaid	6,243,173	8,453,760
Medicare	38,368	50,161
Self-pay	<u>(21,978)</u>	<u>(75,685)</u>
	<u>\$9,104,776</u>	<u>\$11,736,621</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

7. **Leases**

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,145,000 and \$1,191,000 for the years ended August 31, 2021 and 2020, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2021, through the remaining contractual term of the underlying lease agreements, are as follows:

2022	\$ 1,052,625
2023	403,129
2024	165,219
2025	43,943
2026	<u>3,575</u>
Total	<u>\$ 1,668,491</u>

8. **Fixed Assets**

Fixed assets consist of the following at August 31:

	<u>2021</u>	<u>2020</u>
Buildings	\$ 34,233,240	\$ 32,308,605
Land and land improvements	4,565,183	4,261,724
Leasehold improvements	79,367	83,027
Office equipment and furniture	10,032,195	10,637,421
Vehicles	2,467,043	2,536,824
Construction in progress	<u>678,379</u>	<u>34,154</u>
	52,055,407	49,861,755
Less accumulated depreciation and amortization	<u>(22,155,606)</u>	<u>(21,399,037)</u>
	<u>\$ 29,899,801</u>	<u>\$ 28,462,718</u>

Depreciation and amortization expense related to fixed assets totaled \$1,992,894 and \$1,952,115 in 2021 and 2020, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2021 and 2020

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>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 242,131	\$ 546,327
Marketable equity securities	2,239,468	1,744,518
Mutual funds	25,484,877	16,125,311
Corporate and foreign bonds	397,883	534,722
Government and agency securities	<u>564,182</u>	<u>609,572</u>
	28,928,541	19,560,450
Less: assets limited as to use	<u>(2,357,939)</u>	<u>(2,154,522)</u>
Total investments, at fair value	<u>\$26,570,602</u>	<u>\$17,405,928</u>

The composition of assets limited as to use totaling \$2,357,939 and \$2,154,522 at August 31, 2021 and 2020, 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 2% 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 \$816,000 and \$694,000 for the years ended August 31, 2021 and 2020, respectively.

Easter Seals New Hampshire, Inc. 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 New Hampshire, Inc. contributed approximately \$84,000 and \$95,500 to this plan during the years ended August 31, 2021 and 2020, respectively. The assets and liabilities associated with this plan were \$2,357,939 and \$2,154,522 at August 31, 2021 and 2020, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2021</u>	<u>2020</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR (which will be replaced with a benchmark rate in 2022), plus (b) 0.6501 times 2.45% (1.65% at August 31, 2021), due in annual principal payments increasing from \$47,083 to \$62,917 with a final 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.	\$10,643,336	\$11,198,332
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$17,430 to \$21,180 with a final payment of \$4,539,703 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	5,897,177	6,206,321
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$150 to \$1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of \$293,989 at August 31, 2021.	256,662	260,524
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 \$3,993,066 at August 31, 2021.	2,074,653	2,151,334
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property with a net book value of \$936,119 at August 31, 2021.	87,859	100,885
Notes payable to the State of New Hampshire, 0% interest, advance amount payable in full at date of maturity on November 30, 2020, if not forgiven.	-	1,140,000
Payroll Protection Program loan, 1% interest, advance amount payable in equal monthly payments of principal and interest commencing on the first business day after the end of the deferment period (July 31, 2022), due April 2026.	10,000,000	-
Note payable to NHHFA, 0% interest, repaid at the time of construction loan closing on the project or the project being determined infeasible by the Authority, in which case, the loan shall be forgiven, and no repayment expected.	45,000	-
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 \$767,433 at August 31, 2021.	531,486	-

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

	<u>2021</u>	<u>2020</u>
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 \$523,250 at August 31, 2021.	\$ 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 can be forgiven if certain conditions are met, secured by an interest in certain property with a net book value of \$767,433 at August 31, 2021	<u>72,280</u>	<u>—</u>
	30,100,901	21,057,396
Less current portion	1,222,914	2,198,630
Less net unamortized bond issuance costs	<u>106,616</u>	<u>112,726</u>
	<u>\$28,771,371</u>	<u>\$18,746,040</u>

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

2022	\$ 1,222,914
2023	3,645,114
2024	3,693,599
2025	3,733,141
2026	2,871,255
Thereafter	<u>14,934,878</u>
	<u>\$30,100,901</u>

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 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 seventeen notes payable totaling \$256,662 and nineteen notes payable totaling \$260,524 at August 31, 2021 and 2020, respectively, that originated under this agreement. Availability under this agreement at August 31, 2021 and 2020 is \$243,338 and \$239,476, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

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 (which will be replaced with a benchmark rate in 2022) plus 2.25% (2.34% at August 31, 2021). Under an event of default, the interest rate will increase from the one-month LIBOR 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, 2021 and 2020.

On July 16, 2020, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank with borrowing availability of up to \$4 million. Outstanding advances were due upon the expiration date on November 16, 2020, and the revolving line of credit was not renewed upon expiration. The interest rate charged on outstanding borrowings was the one-month LIBOR rate plus 2.25%. Under an event of default, the interest rate would increase from the one-month LIBOR rate plus 2.25% to the then applicable rate plus 5.00%. The line was secured by a first priority interest in the securities and income in a specified Easter Seals New Hampshire, Inc. bank account held with the bank. The agreement required an unused fee in the amount of 0.15% on the average daily principal amount of the unused portion.

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.

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 (see note 15). The funds were used for improvements on 214 Spruce St 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%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. So long as the Organization continues to comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay this loan or any interest. No payments were made in 2021. The note is secured by the property.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

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 St 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 2021.

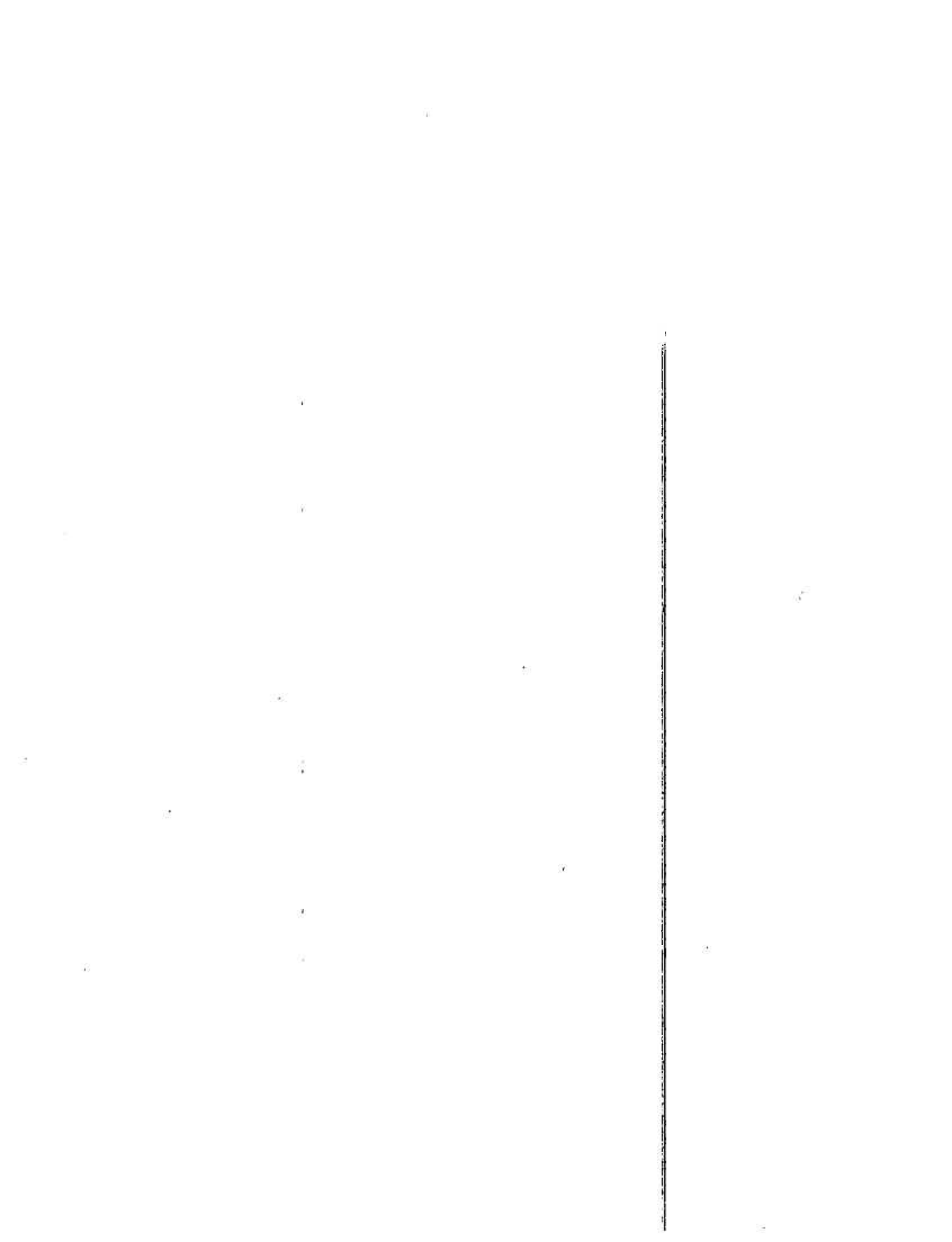
Notes Payable

Effective September 1, 2018, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between The Homemakers Health Services, Inc. and the City of Rochester, New Hampshire that obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. A net principal promissory note payable of \$236,355 was recorded with an issue date of July 1, 2017.

On June 25, 2020, Easter Seals New Hampshire, Inc. entered into a \$640,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this loan may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In November 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On June 25, 2020, Farnum Center entered into a \$500,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this note may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In October 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On October 14, 2020, Easter Seals New Hampshire, Inc. entered into agreement with NHHFA for a technical assistance loan in an amount not to exceed \$45,000 for the Rochester Supportive Housing Project (the project). The interest rate charged is fixed at 0.00%, and the loan shall be repaid at the time of construction loan closing on the project whether the project was financed with NHHFA funds or another funding source. Should the project not proceed to a closing, whether financed through NHHFA or another funding source, and the project be determined infeasible by NHHFA, then the loan shall be forgiven, and no repayment expected.



EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

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 St 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. 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 provides 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 intends to use the proceeds for purposes consistent with the PPP. While Easter Seals NH currently believes that its use of the loan proceeds will meet conditions for forgiveness of the loan, as of the date of issuance of these financial statements, there is no assurance that Easter Seals NH will not take actions that could cause Easter Seals NH to be ineligible for forgiveness of the loan, in whole or in part. Any unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first ten months. Beginning February 16, 2022, principal and interest payments for any unforgiven portion of the PPP loan will be due monthly through April 16, 2026. The PPP loan may be prepaid at any time without penalty.

Easter Seals NH has accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full \$10,000,000 within debt in the August 31, 2021 consolidated statement of financial position.

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. On 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 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$10,643,336 and \$11,198,332 at August 31, 2021 and 2020, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$2,238,251 and \$2,897,074 at August 31, 2021 and 2020, respectively, \$387,067 and \$389,577 of which was current at August 31, 2021 and 2020, respectively. During the years ended August 31, 2021 and 2020, net payments required by the agreement totaled \$391,075 and \$327,834, 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 New Hampshire, Inc. is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2021, Easter Seals New Hampshire, Inc. 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 \$105,185 and \$83,093 for the years ended August 31, 2021 and 2020, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

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, 2021 and 2020.

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.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

At August 31, 2021 and 2020, 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>2021</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 242,131	\$ —	\$ —	\$ 242,131
Marketable equity securities:				
Large-cap	1,598,724	—	—	1,598,724
International	640,743	—	—	640,743
Mutual funds, open-ended:				
Short-term fixed income	12,415,237	—	—	12,415,237
Intermediate-term bond fund	3,051,709	—	—	3,051,709
High yield bond fund	86,611	—	—	86,611
Foreign bond	22,597	—	—	22,597
Government securities	165,842	—	—	165,842
Emerging markets bond	215,384	—	—	215,384
International equities	1,559,537	—	—	1,559,537
Domestic, large-cap	1,549,560	—	—	1,549,560
Domestic, small-cap	61,390	—	—	61,390
Domestic, multi alt	819,941	—	—	819,941
Real estate fund	220,075	—	—	220,075
Mutual funds, closed-ended:				
Domestic, large-cap	4,164,781	—	—	4,164,781
Domestic, mid-cap	465,969	—	—	465,969
Domestic, small-cap	686,244	—	—	686,244
Corporate and foreign bonds	—	397,883	—	397,883
Government and agency securities	—	564,183	—	564,183
	<u>\$27,966,475</u>	<u>\$ 962,066</u>	<u>\$ —</u>	<u>\$28,928,541</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 2,240	\$ —	\$ —	\$ 2,240
Marketable equity securities:				
Large-cap	88,345	—	—	88,345
Mutual funds:				
Domestic, fixed income	—	28,734	—	28,734
	<u>\$ 90,585</u>	<u>\$ 28,734</u>	<u>\$ —</u>	<u>\$ 119,319</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,238,251</u>	<u>\$ 2,238,251</u>

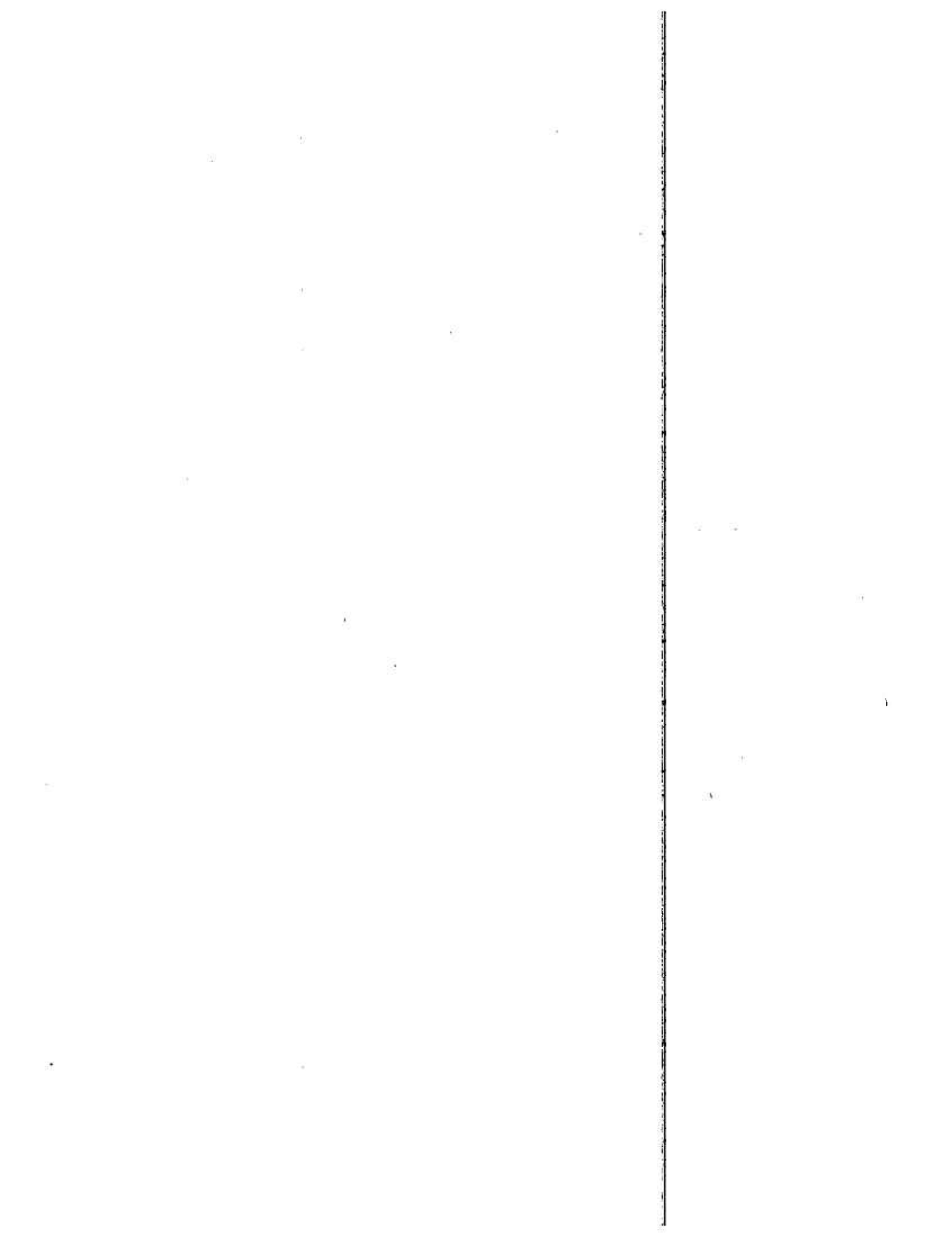
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2020</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 546,327	\$ -	\$ -	\$ 546,327
Marketable equity securities:				
Large-cap	1,208,402	-	-	1,208,402
International	536,116	-	-	536,116
Mutual funds, open-ended:				
Short-term fixed income	5,026,296	-	-	5,026,296
Intermediate-term bond fund	1,947,550	-	-	1,947,550
High yield bond fund	74,999	-	-	74,999
Foreign bond	26,714	-	-	26,714
Government securities	242,220	-	-	242,220
Emerging markets bond	143,155	-	-	143,155
International equities	1,360,028	-	-	1,360,028
Domestic, large-cap	1,192,791	-	-	1,192,791
Domestic, small-cap	175,488	-	-	175,488
Domestic, multi alt	775,870	-	-	775,870
Real estate fund	167,649	-	-	167,649
Mutual funds, closed-ended:				
Domestic, large-cap	4,214,602	-	-	4,214,602
Domestic, mid-cap	326,214	-	-	326,214
Domestic, small-cap	451,735	-	-	451,735
Corporate and foreign bonds	-	534,722	-	534,722
Government and agency securities	-	609,572	-	609,572
	<u>\$18,416,156</u>	<u>\$1,144,294</u>	<u>\$ -</u>	<u>\$19,560,450</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 5,407	\$ -	\$ -	\$ 5,407
Marketable equity securities:				
Large-cap	87,109	-	-	87,109
Mutual funds:				
Domestic, fixed income	-	27,499	-	27,499
	<u>\$ 92,516</u>	<u>\$ 27,499</u>	<u>\$ -</u>	<u>\$ 120,015</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,897,074</u>	<u>\$ 2,897,074</u>



EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

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, 2021 and 2020:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2019	\$(2,654,993)
Change in fair value	<u>(242,081)</u>
Ending balance, August 31, 2020	(2,897,074)
Change in fair value	<u>658,823</u>
Ending balance, August 31, 2021	<u>\$(2,238,251)</u>

15. Acquisition of The Way Home

On October 28, 2020, Easter Seals NH began providing financial and operational management to The Way Home (the Organization). On July 1, 2021, Easter Seals NH acquired the Organization for no consideration. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization became a program of Easter Seals NH. The financial position of the Organization, recorded at fair value upon affiliation as of July 1, 2021, was as follows:

Assets:	
Cash and cash equivalents	\$ 257,622
Restricted cash	107,791
Program and other accounts receivable	253,631
Prepaid expenses and other current assets	11,319
Other assets	252,995
Fixed assets	<u>1,307,228</u>
Total assets	2,190,586
Liabilities:	
Accrued expenses	(28,577)
Deferred revenue	(26,307)
Other liabilities	(336,916)
Long-term debt	<u>(1,096,214)</u>
Total liabilities	<u>(1,488,014)</u>
Contribution of net assets from acquisition	<u>\$ 702,572</u>

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2021

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,362,485	\$ 680	\$ 21,041	\$ 4,807	\$ -	\$14,389,013
Restricted cash	82,461	-	-	-	-	82,461
Short-term investments, at fair value	10,681,421	-	-	-	-	10,681,421
Accounts receivable from affiliates	-	8,293,852	564,017	-	(8,857,869)	-
Program and other accounts receivable	6,754,763	942,023	819,392	77,160	-	8,593,338
Contributions receivable, net	219,930	2,749	2,186	-	-	224,865
Prepaid expenses and other current assets	<u>600,915</u>	<u>12,252</u>	<u>12,684</u>	<u>7,851</u>	<u>-</u>	<u>633,702</u>
Total current assets	32,701,975	9,251,556	1,419,320	89,818	(8,857,869)	34,604,800
Assets limited as to use	2,357,939	-	-	-	-	2,357,939
Investments, at fair value	14,916,185	962,256	-	10,740	-	15,889,181
Other assets	378,877	-	-	-	-	378,877
Fixed assets, net	<u>19,285,292</u>	<u>10,536,119</u>	<u>74,328</u>	<u>4,062</u>	<u>-</u>	<u>29,899,801</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,311,091	\$ 35	\$ 553	\$ 872	\$ —	\$ 2,312,551
Accrued expenses	6,596,298	298,467	20	350	—	6,895,135
Accounts payable to affiliates	4,872,222	—	—	3,985,647	(8,857,869)	—
Deferred revenue	990,620	851,279	5,792	14,892	—	1,862,583
Current portion of interest rate swap agreement	387,067	—	—	—	—	387,067
Current portion of long-term debt	<u>1,030,748</u>	<u>192,166</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,222,914</u>
Total current liabilities	16,188,046	1,341,947	6,365	4,001,761	(8,857,869)	12,680,250
Other liabilities	2,682,812	—	—	—	—	2,682,812
Interest rate swap agreement, less current portion	1,851,184	—	—	—	—	1,851,184
Long-term debt, less current portion, net	<u>22,615,261</u>	<u>6,156,110</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>28,771,371</u>
Total liabilities	43,337,303	7,498,057	6,365	4,001,761	(8,857,869)	45,985,617
Net assets (deficit):						
Without donor restrictions	20,884,644	12,641,512	1,401,174	(3,900,866)	—	31,026,464
With donor restrictions	<u>5,418,321</u>	<u>610,362</u>	<u>86,109</u>	<u>3,725</u>	<u>—</u>	<u>6,118,517</u>
Total net assets (deficit)	<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>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2020

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 8,189,207	\$ 700	\$ 29,341	\$ 15,346	\$ —	\$ 8,234,594
Short-term investments, at fair value	3,555,005	—	—	—	—	3,555,005
Accounts receivable from affiliates	—	9,051,773	657,994	—	(9,709,767)	—
Program and other accounts receivable	6,637,661	1,668,821	641,953	97,745	—	9,046,180
Contributions receivable, net	290,139	14,590	10,061	15,155	—	329,945
Prepaid expenses and other current assets	<u>659,444</u>	<u>11,035</u>	<u>25,062</u>	<u>4,598</u>	<u>—</u>	<u>700,139</u>
Total current assets	19,331,456	10,746,919	1,364,411	132,844	(9,709,767)	21,865,863
Assets limited as to use	2,017,343	100,255	36,924	—	—	2,154,522
Investments, at fair value	12,983,929	858,209	—	8,785	—	13,850,923
Other assets	143,015	—	—	—	—	143,015
Fixed assets, net	<u>17,576,923</u>	<u>10,778,130</u>	<u>103,724</u>	<u>3,941</u>	<u>—</u>	<u>28,462,718</u>
	<u>\$2,052,666</u>	<u>\$22,483,513</u>	<u>\$1,505,059</u>	<u>\$ 145,570</u>	<u>\$(9,709,767)</u>	<u>\$66,477,041</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 1,987,762	\$ 499	\$ 10,697	\$ 1,522	\$ -	\$ 2,000,480
Accrued expenses	6,352,379	797,915	5,237	405	-	7,155,936
Accounts payable to affiliates	5,725,629	-	-	3,984,138	(9,709,767)	-
Deferred revenue	702,945	577,636	11,754	47,319	-	1,339,654
Current portion of interest rate swap agreement	389,577	-	-	-	-	389,577
Current portion of long-term debt	<u>1,512,628</u>	<u>686,002</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,198,630</u>
Total current liabilities	16,670,920	2,062,052	27,688	4,033,384	(9,709,767)	13,084,277
Other liabilities	2,017,343	100,255	36,924	-	-	2,154,522
Interest rate swap agreement, less current portion	2,507,497	-	-	-	-	2,507,497
Long-term debt, less current portion, net	<u>12,400,482</u>	<u>6,345,558</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,746,040</u>
Total liabilities	33,596,242	8,507,865	64,612	4,033,384	(9,709,767)	36,492,336
Net assets (deficit):						
Without donor restrictions	12,948,855	13,317,071	1,434,675	(3,887,814)	-	23,812,787
With donor restrictions	<u>5,507,569</u>	<u>658,577</u>	<u>5,772</u>	<u>-</u>	<u>-</u>	<u>6,171,918</u>
Total net assets (deficit)	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>-</u>	<u>29,984,705</u>
	<u>\$52,052,666</u>	<u>\$22,483,513</u>	<u>\$1,505,059</u>	<u>\$ 145,570</u>	<u>\$(9,709,767)</u>	<u>\$66,477,041</u>

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

Year Ended August 31, 2021

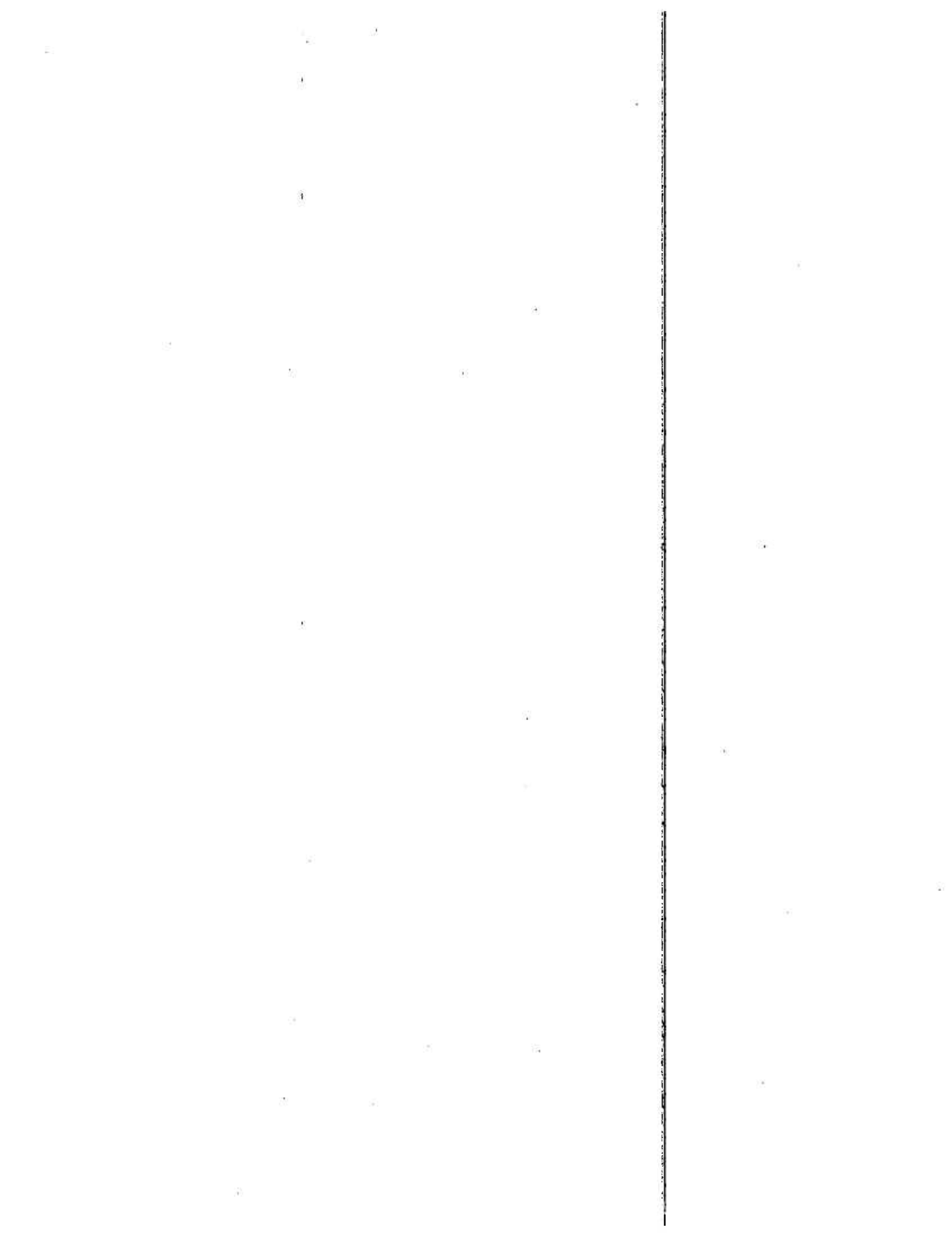
	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 876,642	\$ 55,736	\$ 47,117	\$ 81,165	\$ —	\$ 1,060,660
Special events, net	1,216,723	40,522	91,639	31,092	—	1,379,976
Annual campaigns, net	436,622	6,079	12,125	1,463	—	456,289
Bequests	<u>4,091</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,091</u>
Total public support	2,534,078	102,337	150,881	113,720	—	2,901,016
Revenue:						
Fees and tuition	43,397,874	9,104,776	7,150,066	438,916	(70,871)	60,020,761
Grants	28,138,237	3,877,583	622,212	458,342	—	33,096,374
Dividend and interest income	607,365	26,794	1	240	—	634,400
Rental income	29,775	—	—	—	—	29,775
Intercompany revenue	2,171,005	—	—	—	(2,171,005)	—
Other	<u>538,083</u>	<u>—</u>	<u>11,412</u>	<u>51</u>	<u>—</u>	<u>549,546</u>
Total revenue	<u>74,882,339</u>	<u>13,009,153</u>	<u>7,783,691</u>	<u>897,549</u>	<u>(2,241,876)</u>	<u>94,330,856</u>
Total public support and revenue	77,416,417	13,111,490	7,934,572	1,011,269	(2,241,876)	97,231,872
Operating expenses:						
Program services:						
Public health education	40,035	—	1,212	1,211	—	42,458
Professional education	3,192	—	—	—	—	3,192
Direct services	<u>62,168,239</u>	<u>12,591,072</u>	<u>7,058,225</u>	<u>861,379</u>	<u>(82,939)</u>	<u>82,595,976</u>
Total program services	62,211,466	12,591,072	7,059,437	862,590	(82,939)	82,641,626

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,414,586	\$ 1,330,879	\$ 755,146	\$ 85,846	\$ (2,158,937)	\$ 9,427,520
Fundraising	<u>1,084,072</u>	<u>18,207</u>	<u>73,153</u>	<u>74,124</u>	<u>—</u>	<u>1,249,556</u>
Total supporting services	<u>10,498,658</u>	<u>1,349,086</u>	<u>828,299</u>	<u>159,970</u>	<u>(2,158,937)</u>	<u>10,677,076</u>
Total functional expenses	72,710,124	13,940,158	7,887,736	1,022,560	(2,241,876)	93,318,702
Support of National programs	<u>105,185</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>105,185</u>
Total operating expenses	<u>72,815,309</u>	<u>13,940,158</u>	<u>7,887,736</u>	<u>1,022,560</u>	<u>(2,241,876)</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,601,108	(828,668)	46,836	(11,291)	—	3,807,985
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	658,823	—	—	—	—	658,823
Net unrealized and realized gains on investments, net	1,919,950	110,636	—	1,964	—	2,032,550
Decrease in fair value of beneficial interest in trust held by others	(696)	—	—	—	—	(696)
Contribution of net assets from acquisition	702,572	—	—	—	—	702,572
Other non-operating losses	<u>(35,216)</u>	<u>(5,742)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(40,958)</u>
	<u>3,245,433</u>	<u>104,894</u>	<u>—</u>	<u>1,964</u>	<u>—</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,846,541	(723,774)	46,836	(9,327)	—	7,160,276
Net assets (deficit) at beginning of year	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>—</u>	<u>29,984,705</u>
Net assets (deficit) at end 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>

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

Year Ended August 31, 2020

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,015,569	\$ 67,583	\$ 28,592	\$ 84,485	\$ (210)	\$ 1,196,019
Special events, net	796,223	58,700	(11,698)	14,844	-	858,069
Annual campaigns, net	386,951	8,828	19,394	16,962	-	432,135
Bequests	<u>221,908</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>221,908</u>
Total public support	2,420,651	135,111	36,288	116,291	(210)	2,708,131
Revenue:						
Fees and tuition	43,836,114	11,736,621	7,107,786	421,013	(38,306)	63,063,228
Grants	25,622,352	2,380,105	270,533	444,988	-	28,717,978
Dividend and interest income	564,099	34,199	2	152	-	598,452
Rental income	34,045	-	-	-	-	34,045
Intercompany revenue	2,077,046	-	-	-	(2,077,046)	-
Other	<u>511,743</u>	<u>1,940</u>	<u>11,684</u>	<u>-</u>	<u>(617)</u>	<u>524,750</u>
Total revenue	<u>72,645,399</u>	<u>14,152,865</u>	<u>7,390,005</u>	<u>866,153</u>	<u>(2,115,969)</u>	<u>92,938,453</u>
Total public support and revenue	75,066,050	14,287,976	7,426,293	982,444	(2,116,179)	95,646,584
Operating expenses:						
Program services:						
Public health education	116,006	157	5,066	7,865	-	129,094
Professional education	10,963	-	-	-	-	10,963
Direct services	<u>63,292,213</u>	<u>13,461,550</u>	<u>6,903,698</u>	<u>871,794</u>	<u>(68,882)</u>	<u>84,460,373</u>
Total program services	63,419,182	13,461,707	6,908,764	879,659	(68,882)	84,600,430



	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 8,786,396	\$ 1,308,533	\$ 659,497	\$ 94,875	\$ (2,047,297)	\$ 8,802,004
Fundraising	<u>731,676</u>	<u>12,237</u>	<u>80,874</u>	<u>66,695</u>	<u>—</u>	<u>891,482</u>
Total supporting services	<u>9,518,072</u>	<u>1,320,770</u>	<u>740,371</u>	<u>161,570</u>	<u>(2,047,297)</u>	<u>9,693,486</u>
Total functional expenses	72,937,254	14,782,477	7,649,135	1,041,229	(2,116,179)	94,293,916
Support of National programs	<u>83,093</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>83,093</u>
Total operating expenses	<u>73,020,347</u>	<u>14,782,477</u>	<u>7,649,135</u>	<u>1,041,229</u>	<u>(2,116,179)</u>	<u>94,377,009</u>
Increase (decrease) in net assets from operations	2,045,703	(494,501)	(222,842)	(58,785)	—	1,269,575
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	(242,081)	—	—	—	—	(242,081)
Net unrealized and realized gains on investments, net	745,394	60,243	—	253	—	805,890
Increase in fair value of beneficial interest in trust held by others	21,320	—	—	—	—	21,320
Other non-operating gains	<u>2,732</u>	<u>—</u>	<u>—</u>	<u>(1,230)</u>	<u>—</u>	<u>1,502</u>
	<u>527,365</u>	<u>60,243</u>	<u>—</u>	<u>(977)</u>	<u>—</u>	<u>586,631</u>
Total increase (decrease) in net assets	2,573,068	(434,258)	(222,842)	(59,762)	—	1,856,206
Net assets (deficit) at beginning of year	<u>15,883,356</u>	<u>14,409,906</u>	<u>1,663,289</u>	<u>(3,828,052)</u>	<u>—</u>	<u>28,128,499</u>
Net assets (deficit) at end of year	<u>\$18,456,424</u>	<u>\$13,975,648</u>	<u>\$1,440,447</u>	<u>\$(3,887,814)</u>	<u>\$—</u>	<u>\$29,984,705</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

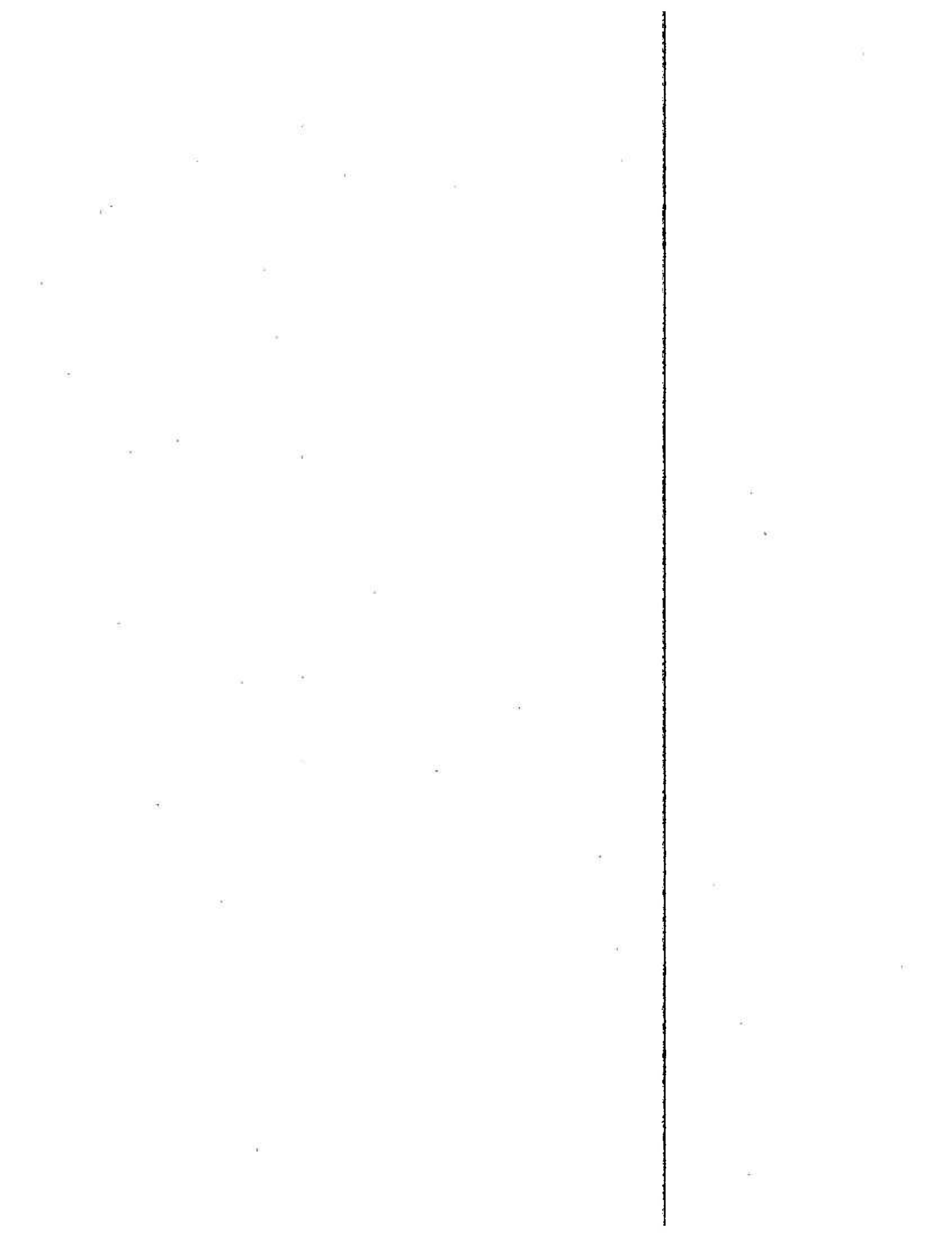
	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$54,463,022	\$ 9,581,703	\$6,411,920	\$ 646,210	\$ —	\$71,102,855
Professional fees	9,182,159	2,141,444	829,028	143,557	(2,171,005)	10,125,183
Supplies	1,476,716	650,916	29,933	3,295	—	2,160,860
Telephone	513,556	96,374	77,986	11,901	—	699,817
Postage and shipping	44,122	1,252	6,284	1,026	—	52,684
Occupancy	1,865,409	591,596	303,110	37,907	—	2,798,022
Outside printing, artwork and media	15,847	—	3,648	1,504	—	20,999
Travel	1,086,342	53,597	136,785	18,620	(44,559)	1,250,785
Conventions and meetings	57,117	17,992	2,288	404	—	77,801
Specific assistance to individuals	1,217,642	11,114	23,172	153,947	(26,312)	1,379,563
Dues and subscriptions	29,689	12,859	28	550	—	43,126
Minor equipment purchases and equipment rentals	283,256	30,576	2,110	866	—	316,808
Ads, fees and miscellaneous	344,507	21,702	21,555	542	—	388,306
Interest	685,065	223,934	—	—	—	908,999
Depreciation and amortization	<u>1,445,675</u>	<u>505,099</u>	<u>39,889</u>	<u>2,231</u>	<u>—</u>	<u>1,992,894</u>
	<u>\$72,710,124</u>	<u>\$13,940,158</u>	<u>\$7,887,736</u>	<u>\$1,022,560</u>	<u>\$(2,241,876)</u>	<u>\$93,318,702</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$56,079,004	\$ 9,840,481	\$6,214,397	\$ 652,361	\$ —	\$72,786,243
Professional fees	8,151,730	2,234,990	747,611	135,384	(2,077,663)	9,192,052
Supplies	1,507,517	789,733	30,386	5,252	—	2,332,888
Telephone	509,391	92,915	64,461	13,685	—	680,452
Postage and shipping	45,285	2,092	4,995	1,163	—	53,535
Occupancy	1,756,763	664,349	300,734	43,235	—	2,765,081
Outside printing, artwork and media	43,369	1,087	5,241	2,099	—	51,796
Travel	1,305,006	61,687	190,480	19,971	(38,306)	1,538,838
Conventions and meetings	143,658	40,616	14,775	2,327	(210)	201,166
Specific assistance to individuals.	761,474	26,452	15,114	159,522	—	962,562
Dues and subscriptions	24,928	8,593	200	—	—	33,721
Minor equipment purchases and equipment rentals	256,512	42,237	4,889	3,741	—	307,379
Ads, fees and miscellaneous	254,998	257,771	18,862	1,629	—	533,260
Interest	705,741	230,777	—	—	—	936,518
Depreciation and amortization	1,416,670	495,765	37,081	2,599	—	1,952,115
Miscellaneous business tax	<u>(24,792)</u>	<u>(7,068)</u>	<u>(91)</u>	<u>(1,739)</u>	<u>—</u>	<u>(33,690)</u>
	<u>\$72,937,254</u>	<u>\$14,782,477</u>	<u>\$7,649,135</u>	<u>\$1,041,229</u>	<u>\$(2,116,179)</u>	<u>\$94,293,916</u>



Easter Seals New Hampshire, Inc. Board of Directors

Chairman
Matthew Boucher
President
Airmar Technology Corp.
[Redacted]
9/2012-12/2021

Treasurer
Bryan Bouchard
CMA & Assistant Professor
Southern NH University
[Redacted]
3/2015-12/2021

Gregory Baxter, MD
President, Elliot Health System
[Redacted]
2/2020-12/2023

Eddie Edwards
Eddie Edwards Consulting, LLC
[Redacted]
2/2021-12/2023

Past Chairman
Andrew MacWilliam
Partner
Pricewaterhouse Coopers LLP
[Redacted]
9/2009-12/2021

Assistant Treasurer
Charles Panasis
Director
Brady Sullivan Properties
[Redacted]
11/2012-12/2021

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Senior Vice President
Morgan Stanley
[Redacted]
10/2008-12/2021

Elizabeth Hitchcock
Partner
Orbit Group
[Redacted]
4/2021-12/2023

Vice Chairman
Tom Sullivan
President
Sullivan Construction, Inc.
[Redacted]
5/2009-12/2021

Secretary
Mary Flowers
President
Flowers Communication
[Redacted]
12/2017-12/2023

Tom Bullock
Chairman of the Board
Amoskeag Beverages
[Redacted]
7/2015-11/2020 (FC)
12/2020-12/2023

William Lambrukos
Sr. VP Operations
Northeast Delta Dental
[Redacted]
4/2019-12/2022

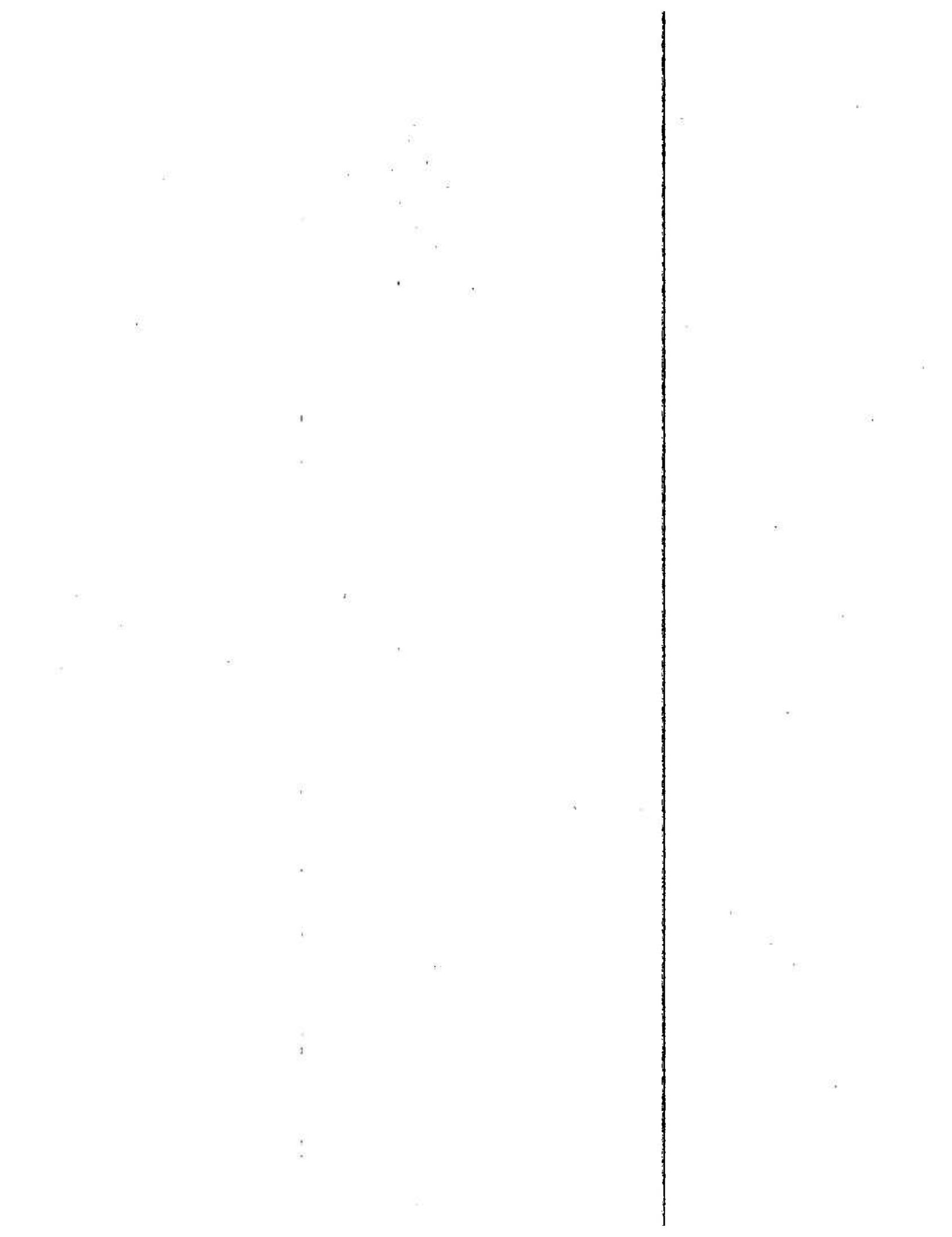
Vice Chairman
Charles S. Goodwin
Cogswell Benevolent Trust
[Redacted]
11/2005-12/2023

Trevor Arp
Senior VP, Comcast
[Redacted]
2/2021-12/2023

Rick Courtemanche
IBM (Ret)
[Redacted]
11/2013-12/2022

Lucy Lange
General Manager
Monadnock Radio Group
[Redacted]
12/2018-12/2021





Easter Seals New Hampshire, Inc. Board of Directors

Bob Litterst
Fidelity Investments (Ret)



11/2015-12/2021

Sanjeev Srinivasan
VP, Corporate Dev & Strategy
Hypertherm



4/2021-12/2023

Tracey Pelton
Exec Dir, Business Dev & Mkting
PROCON LLC



1/2018-12/2023

Paul E. Voegelin, COO
Sheehan Phinney Bass + Green



9/2018-11/2021 (FC)
12/2020-12/2023

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Mng.Prtnr (Ret)
Northwestern Mutual



12/1999-12/2021

Rob Wieczorek
President, Wieczorek Insurance



11/2013-12/2021

Linda Roth
Long Term Care (Ret)

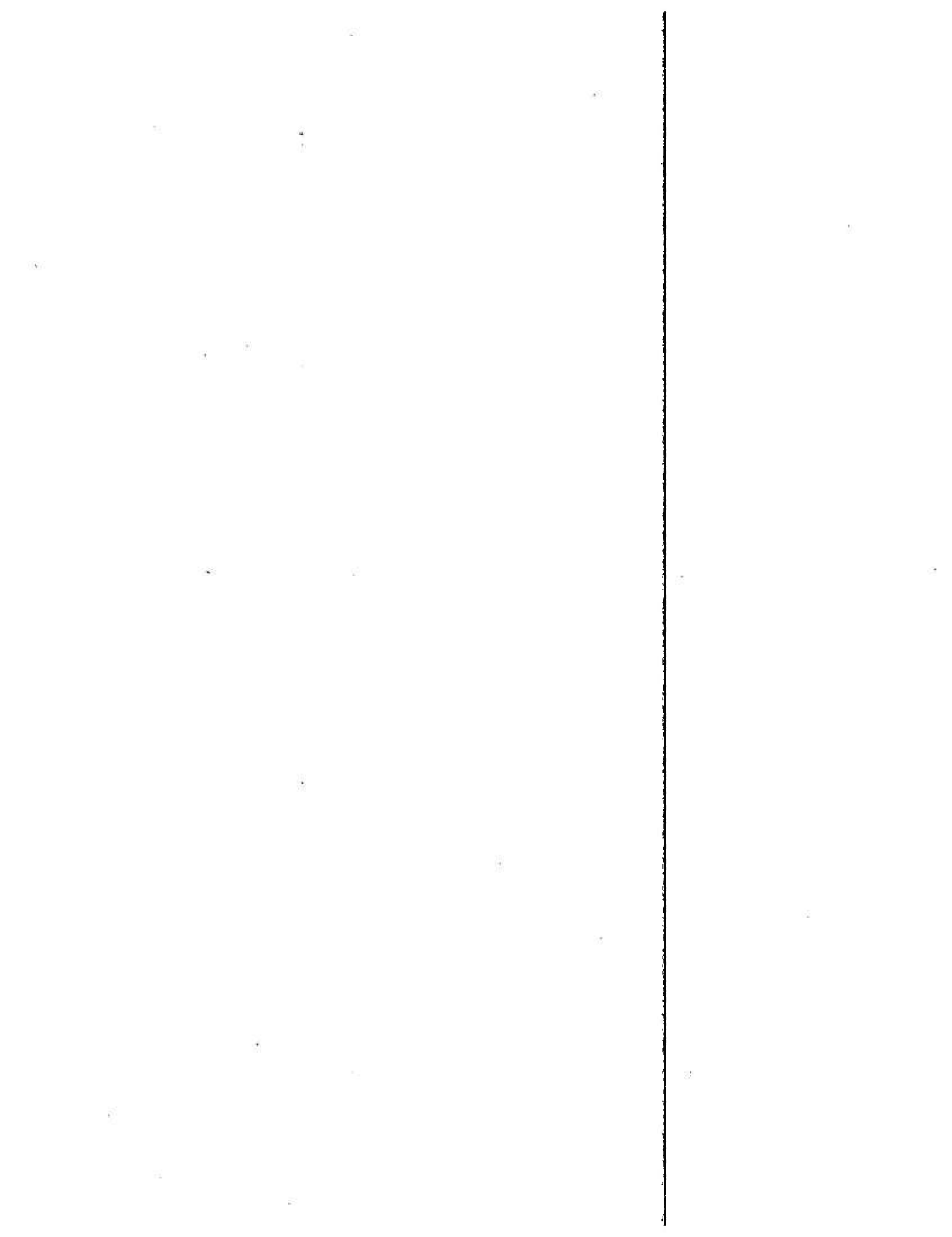


12/2017-12/2023

General Counsel & Assistant
Secretary (non-voting member)
Bradford Cook, Esq.
Sheehan Phinney



11/2001-12/2022



Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious
Strategic Planning
Community Relationships
Organizational Capacity Building

Strong Financial Acumen
Entrepreneur/Builder
Experienced Communicator
Team Building & Leadership

Professional Experience

November 1991–2019 Families In Transition

January 2018–2019

President, Families in Transition – New Horizons Manchester NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018

Receiver of Serenity Place Manchester, NH

Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017

President & Founder Manchester, NH

Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact

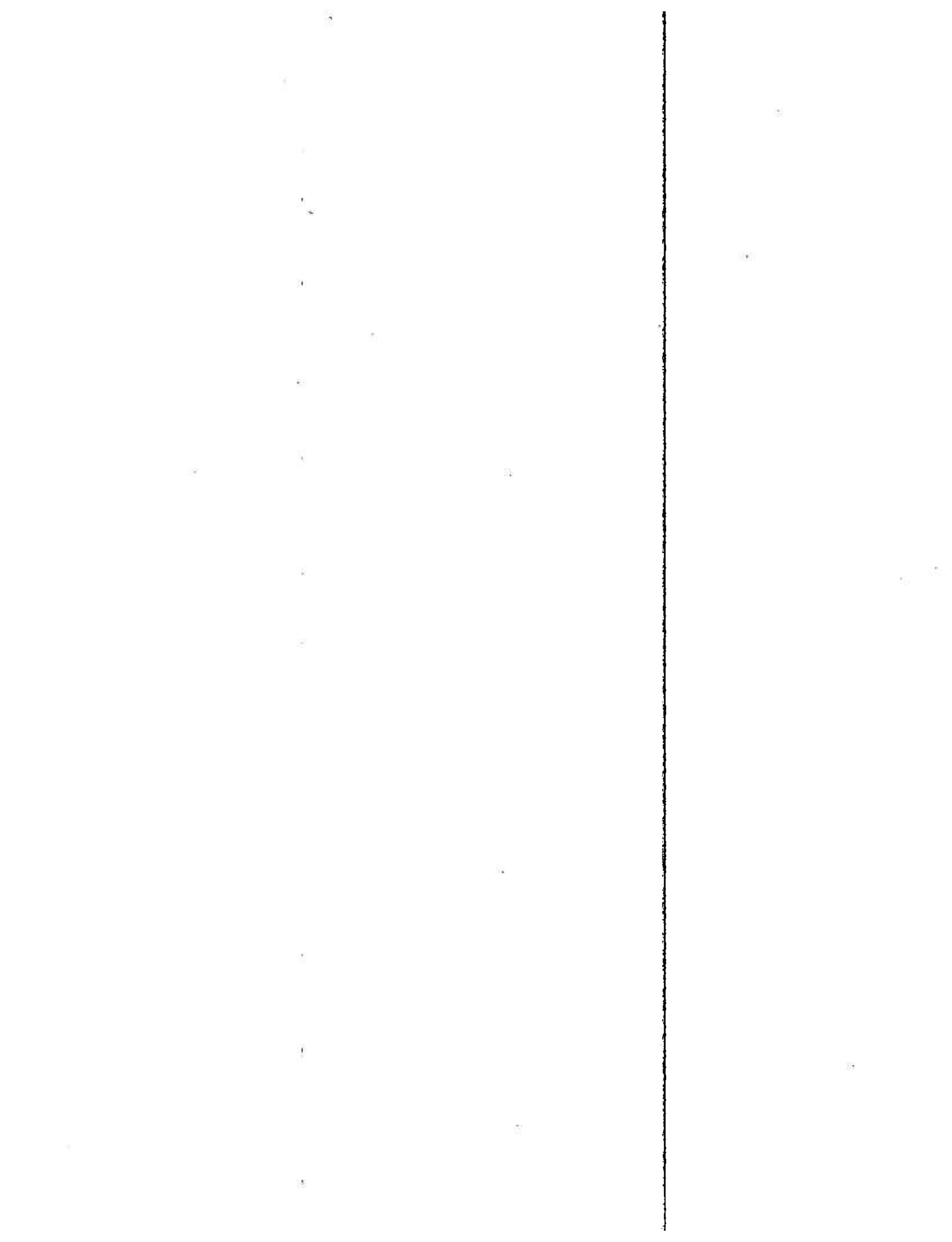


Community Service

- NH Charitable Foundation – Member, Board of Directors; Current?
- NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors; 2015
- Leadership New Hampshire; 2010
- Housing Action New Hampshire – Past Council Member; 2009
- Greater Manchester Chamber of Commerce – Past Member, Board of Directors; 2009

Awards and Honors

- Greater Manchester Chamber of Commerce's Citizen of the Year; 2018
- Southern New Hampshire University Loeffler Award; 2018
- University of New Hampshire Granite State Award; 2018
- Business NH Magazine's Nonprofit of the Year; 2013



- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs; one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
 1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
 2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
 1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
 2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
 3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's Outstanding Women in Business, 2011
- Key to The City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers; Citizen of the Year, 2005
- NH Business Review's Business Excellence Award, 2004
- Walter J. Dunfee Award for Excellence in Management, Organizational, Award, 2004
- NH Commission on the Status of Women – Women's Recognition Award, 2003
- New Hampshire Housing Finance Authority, Best Practices in Housing Development, 2003

in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.

5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991

Child Protective Service Worker II

Portsmouth, NH

State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, 2021

References

Available Upon Request

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor School & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

Claire H. Gagnon, CPA



Experience

Easterseals New Hampshire

Manchester, NH

Senior Vice President/Controller

June 2007 – Current

- Supervise Senior level Accounting and Payroll staff and departments.
- Manage all accounting functions while ensuring the practice of net asset accounting in a multi-corporate multi-state growing environment.
- Serve as a member of the Senior Management team and participate in strategic planning for the organization.
- Serve as the management liaison to the board and audit committees, assisting the CFO as needed; effectively communicate and present critical financial matters at select board of trustees and committee meetings.
- Establish systems to ensure compliance with the requirements of: GAAP, Circular A-133, Federal and State agencies.
- Oversee preparation of all internal financial reporting to ensure accuracy, timeliness, and relevance.
- Oversee budget planning process, projections and variance analysis.
- Ensure the preparation of all required external reports for all entities ie; IRS form 990's.
- Oversee grants reporting functions.
- Oversee internal controls to include checks and balances, system testing, and procedure documentation and compliance with GAAP and other applicable standards.
- Oversee cash management system to include daily short-term investing and borrowing and cash flow forecasts.
- Perform financial analysis to include assessments for new projects and program initiatives.
- Explore and implement best practices and bench marking tools for related business functions.

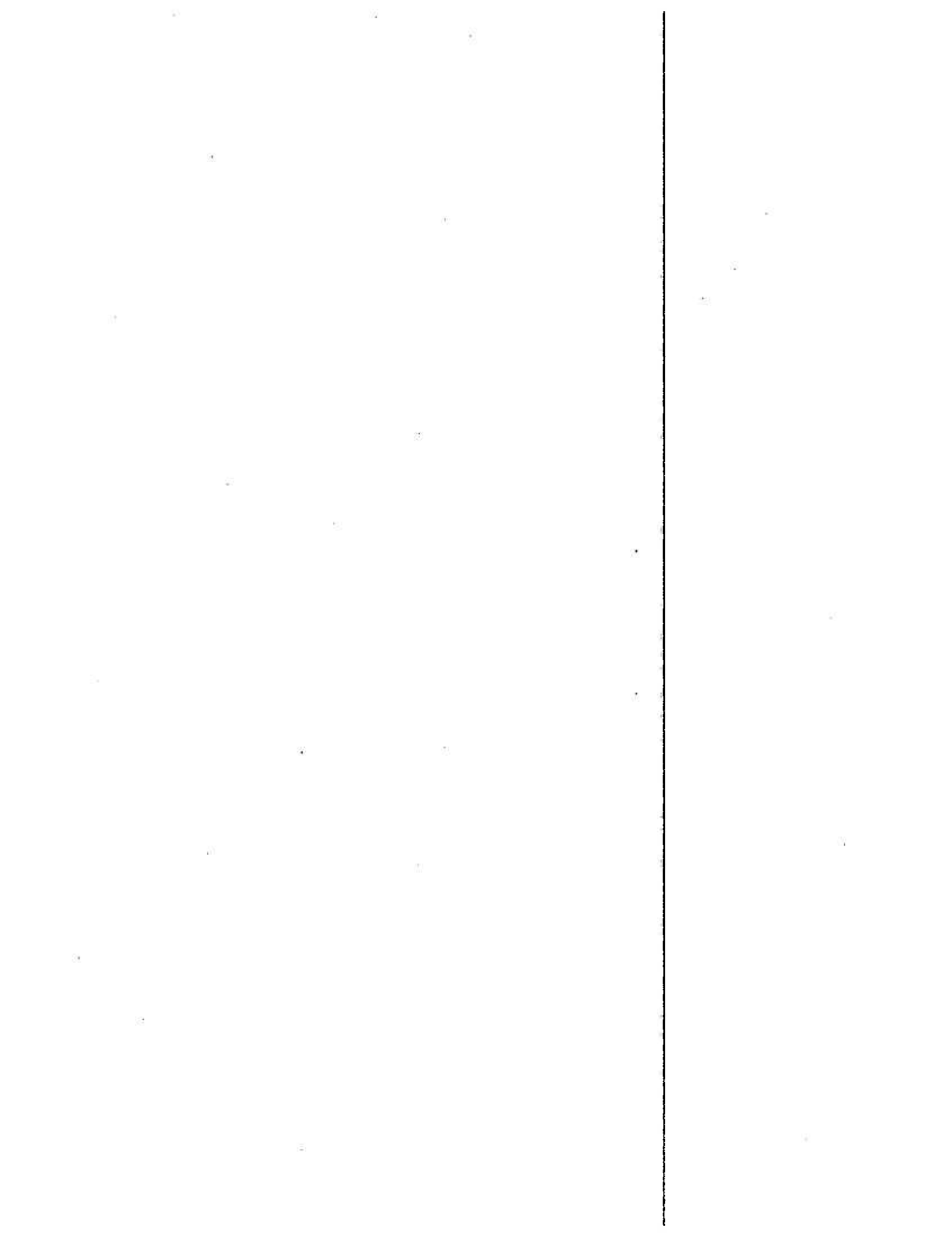
ShootingStar Broadcasting of NE, LLC

Derry, NH

Director of Finance

September 2005 – February 2007

- Manage monthly financial statements and General Ledger Closing process. Includes reporting to outside sources; i.e., lenders and investors.
- Manage accounting staff and all aspects of accounting and business office.
- Prepare and/or review cash activity reports used in cash management on a weekly basis.
- Prepare departmental budgets and forecasts. Revise forecasts quarterly to monitor station's financial position.
- Manage Human Resource function for up to 60 employees, including managing union contractual obligations.
- Supervise credit and collection procedures for accounts receivable.
- Manage insurance and other vendor-related issues. Successfully replaced both employee benefits provider as well as 401(k) administrators.
- Manage FCC compliance requirements.
- Manage barter activity and activity reporting.



Claire H. Gagnon, CPA

Page 2

Daniel Webster Council, Boy Scouts of America, Inc.

Manchester, NH

Controller

1997 – September 2005

- Produce all monthly financial reports and monitor Council's financial position.
- Plan, develop and monitor the annual budget.
- Prepare all financial schedules for annual audit and assist with necessary tax filings.
- Participate and advise on the Investment Committee of the Council as well as prepare reports on a quarterly basis summarizing the activity in the \$13M endowment.
- Member of Management Team which is responsible for the administration of policies and procedures of the corporation.
- Prepare all payroll returns and year-end reports.
- Manage accounting staff and oversee accounts payables and receivables.
- Administer benefit programs including but not limited to 403(b) and insurance programs for over 40 employees.
- Serve Council in other capacities on various committees with business leaders in the community.

Lynne M. Hudson, PC

Andover, MA

Manager

1994 – 1997

- Supervise Audit, Reviews and Compilations.
- Prepare and review corporate, personal, fiduciary and payroll tax returns.
- Perform year-end inventory audits on Manufacturing companies.
- Serve as liaison for audits between IRS and Business, as well as personal clients.
- Perform year-end tax projections, tax planning and Management Advisory Services.
- Hire, train, Staff Development and Performance reviews.

Creelman & Smith

Boston, MA

Senior Accountant

1992 – 1994

- Preparation of Corporate, Personal and Non-Profit tax returns.

Smith Batchelder & Rugg

Manchester, NH

Senior Accountant

1988 - 1992

- Preparation of Corporate, Personal and Non-Profit tax returns.
- Staff auditor for various companies including financial, service and manufacturing industries.

Volunteer

Board Treasurer, New Hampshire Legal Assistance

Member 100 Women Who Care

Tax Preparer AARP

Graduate Leadership Greater Manchester 2019

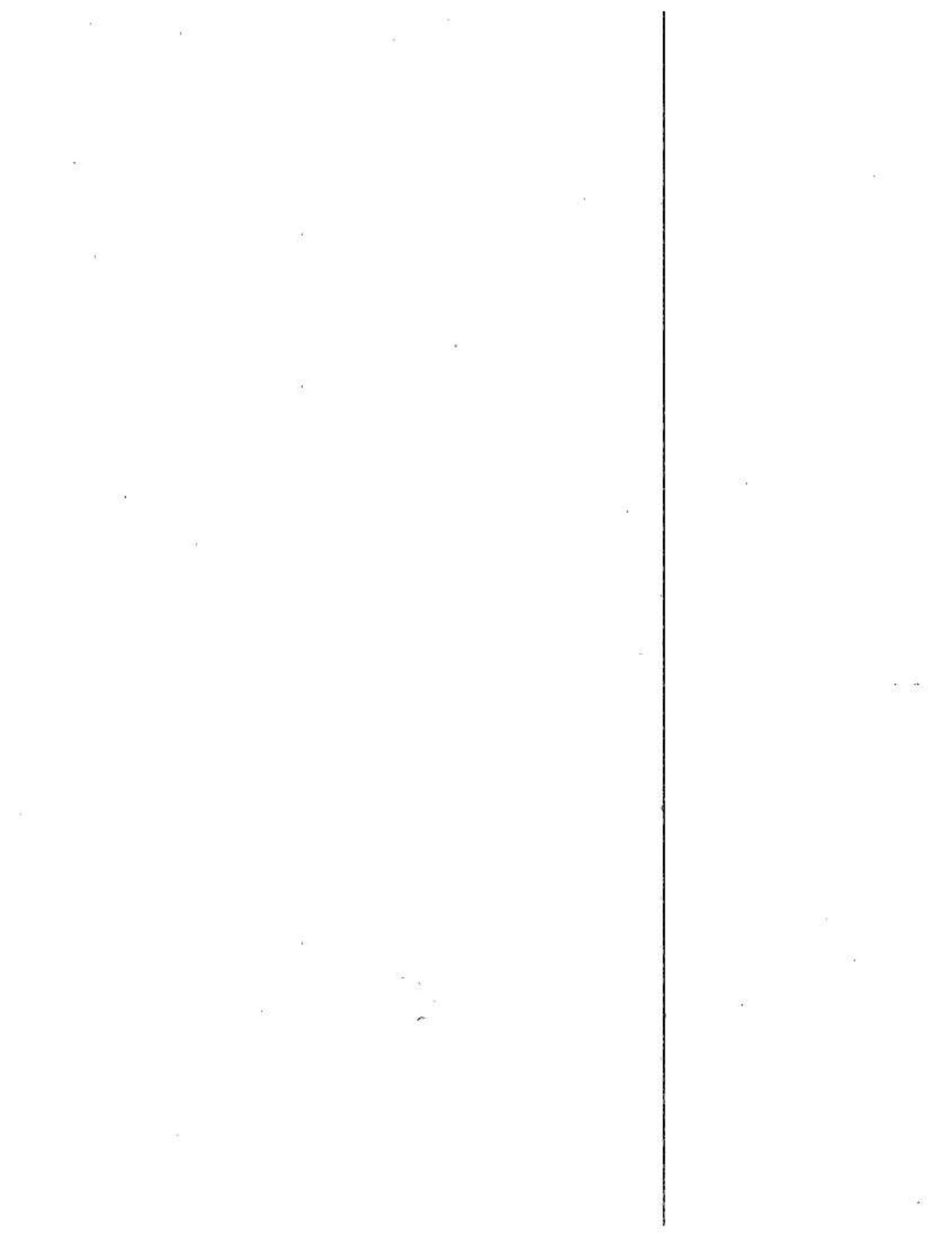
2014-2018

Education

Plymouth State College, B.S. Accounting, May 1987

CPA Certified 1991

Granite State College, Leadership Academy, September 2015



LISABRITT SOLSKY, JD, CHIE



Trusted public sector executive leader specializing in healthcare, equity and the intersectional holistic health needs of individuals and families. Expertise in program design, implementation, and oversight. Recognized for process improvement and operational effectiveness within financially constrained enterprises. Data-driven decision maker skilled in relationship building. Valued for building dynamic and loyal teams that achieve superior, collaborative results for constituencies. Best suited for mission driven organizations.

EXPERTISE

- Strong New Hampshire public sector relationships
- Organizational strategy
- Policy development
- Government regulation & compliance
- Managed Care Operations
- Deep Medicaid service, eligibility and finance knowledge
- Government affairs
- State budgeting

EXPERIENCE

JUNE 2020-PRESENT

VICE PRESIDENT OF STRATEGY AND CORPORATE DEVELOPMENT, GRANITE STATE INDEPENDENT LIVING

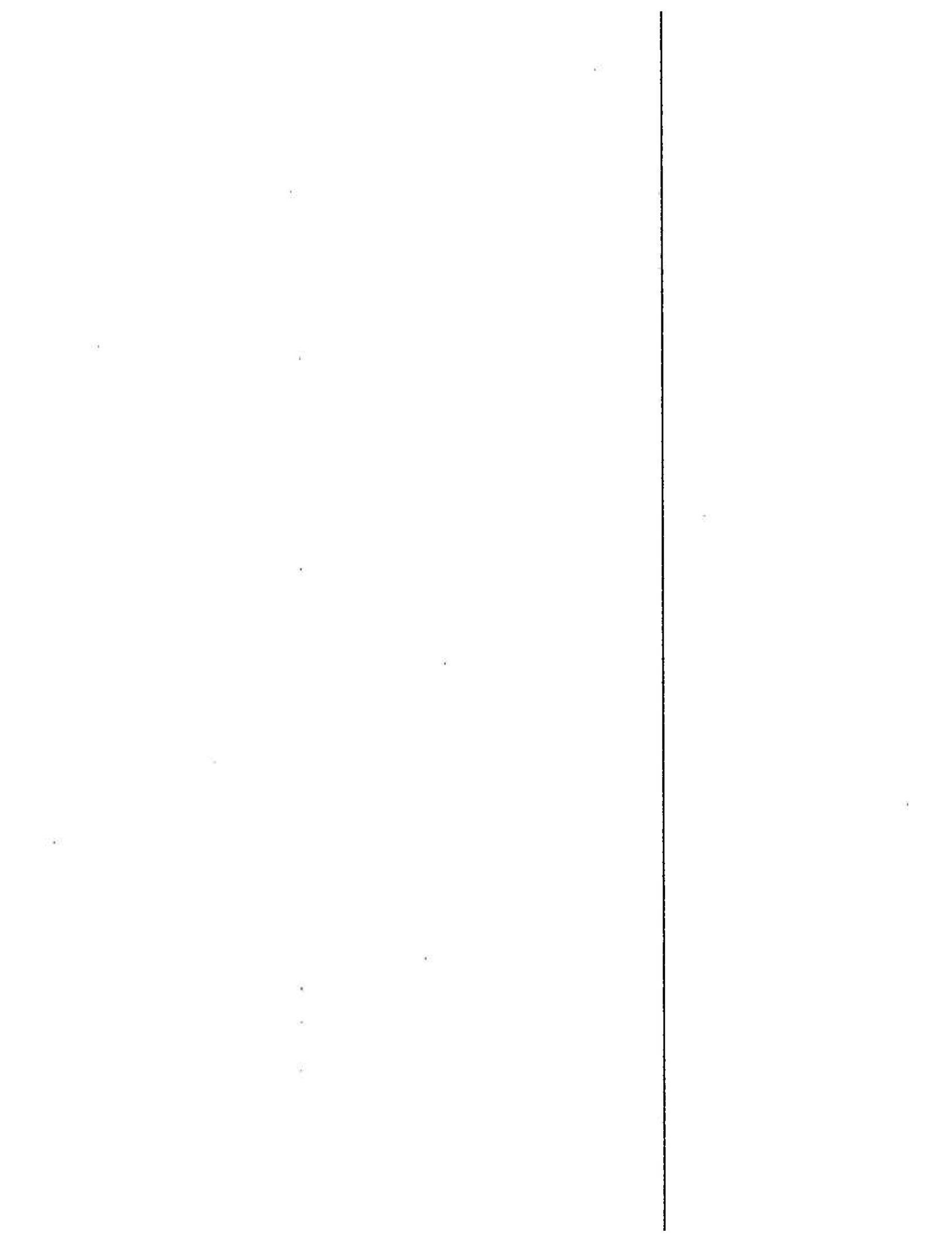
Reporting to the CEO and responsible for creating multi-faceted roadmap for non-profit modernity and sustainability at the state's only Center for Independent Living that provides comprehensive services to individuals who experience disability. Portfolio includes strategic business development, advocacy, fundraising, events, donor management and communications. ACCOMPLISHMENTS: Procured multiple grants in first several months of tenure totaling \$100k; Oversaw acquisition of new business enterprise; Managed 2 website overhauls and redesigns; Supported other departments in collecting, analyzing and using data to drive decisions; Secured place in Business Development Learning Collaborative through NCIL; Wrote corporate COVID-19 policy; Assumed responsibility for corporate weekly newsletter making it a relevant, informative source of information and corporate communication.

MARCH 2015 – SEPTEMBER 2019

EXECUTIVE DIRECTOR, WELL SENSE HEALTH PLAN

Reporting to the CEO, this role is the most senior position on the ground, leading day-to-day operations of the state's largest and only not-for-profit Medicaid managed care organization. Maintained corporate relationships with government, regulators, thought leaders, legislators, community organizations, vendors and healthcare providers and systems. Set and implemented health plan strategy consistent with corporate financial and performance goals. Served on corporate executive team with chiefs. Led office of 65 employees across clinical, provider, operations, compliance and customer care domains.

ACCOMPLISHMENTS: Co-led successful drafting and submission of bid for second five-year, \$400M contract; established strategic partnerships with Families In Transition/New Horizons; advised legislative commission that reauthorized Medicaid adult expansion; rated a Best



Company to Work For by Business NH Magazine 2017 and 2018, and number one female led not-for-profit by Business NH Magazine 2016.

MARCH 2000 – FEBRUARY 2015

DEPUTY MEDICAID DIRECTOR, NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Served for seven years as Deputy Medicaid Director managing a portfolio that included managed care operations, data & analytics, health planning & research, State Plan & policy, government affairs, provider relations, member services and Children's Health Insurance Program (CHIP). Led team of 8-9 direct reports and supported Medicaid Director and Commissioner.

For eight years prior, served as General Counsel and Administrator in Division of Family Assistance, Estate Recovery, Office of Reimbursements and Administrative Rules Unit, providing policy support for programs of public assistance, managing an active probate and trust practice, and overseeing adoption of all departmental regulations.

ACCOMPLISHMENTS: successfully transformed the CHIP program to an MCHIP, saving the state millions of dollars while simultaneously expanding the breadth and depth of coverage for low-income children, launched the state's first mandatory Medicaid managed care program, oversaw publication of scholarly research on the health of New Hampshire's most vulnerable citizens.

1997 – 2000

STAFF ATTORNEY, MERRIMACK VALLEY LEGAL SERVICES

1996 – 1997

LEGAL ADVOCATE & VOLUNTEER COORDINATOR, DOVE, INC.

EDUCATION

JURIS DOCTOR, UNIVERSITY OF THE DISTRICT OF COLUMBIA, DAVID A. CLARKE SCHOOL OF LAW

One of the nation's only public interest law schools and an HBCU.

BACHELOR OF ARTS, UNIVERSITY OF MASSACHUSETTS, AMHERST

Major in English, minor in Women's Studies. Participated in National Student Exchange Program. Lived and worked in fully functioning co-operative dormitory; served on dorm house council for 3 semesters.

DISTINCTIONS

Member Massachusetts Bar Association (retired)

Member New Hampshire Bar Association (inactive)

Earned America's Health Insurance Plans Certified Health Insurance Executive credential (2016)

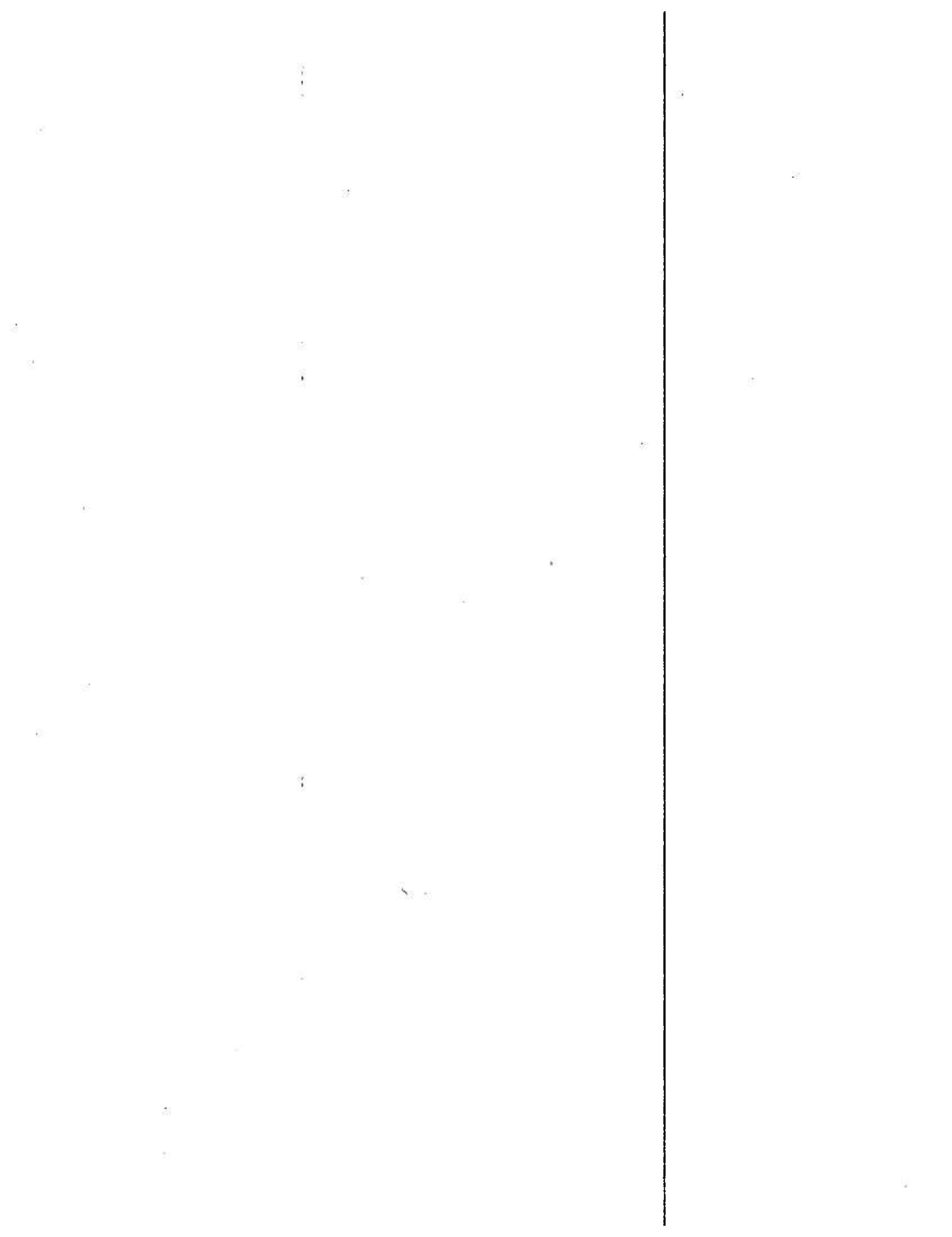
Business NH Magazine Top Woman-Led Business recognition (2016)

Business NH Magazine Best Company to Work For (2017 & 2018)

Business and Industry Association "Above and Beyond Award" recipient (2011)

Manchester Union Leader 40 Under Forty honoree (2010)

Leadership New Hampshire (2008)



CIVIC ENGAGEMENT

Member New Hampshire Governor's Interagency Council on Homelessness (2018-2021)
Board of Directors, New Hampshire Public Health Association (2020 to present)
NH COVID-19 Equity Task Force (2020-present) led "Justice Involved" Workgroup promoting needs/interests of incarcerated people vis-à-vis COVID-19
Board of Directors, NH Women's Foundation F/K/A Women's Initiative (2010 – 2015)
Leadership NH Selection Committee (2014 – 2018)
NH Bar Association Lawyer & Judge In Every School (2006, 2007)

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.

CATHY KUHN, PhD

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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.

CATHY KUHN, PHD

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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.

CATHY KUHN, PhD

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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

CATHY KUHN, PHD

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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

Peter C. Hastings

C-LEVEL INFORMATION TECHNOLOGY EXECUTIVE

With 30 years of IT Experience and Track record of Success Delivering Results Based Technology Solutions

Career Profile

Results-driven IT Executive with expertise envisioning and leading technology-based, multi-million-dollar budget initiatives, grounded solidly on business and economic value. Proven track record management career, marked by demonstrated ability to build performance-driven teams and achieve cross-functional business objectives. A valued member of senior executive teams, contributing a seasoned road-based perspective to create practical IT strategies and implementing plans designed for maximum return at the lowest cost.

Core areas of expertise include:

➤ IT Strategy and Execution	➤ Global ERP Implementations	➤ Organization Design & Restructuring
➤ Time and Resource Optimization	➤ Process Improvement	➤ Team Building & Leadership
➤ Enterprise IT Systems	➤ Information Architecture	➤ New Product & Technology Launch
➤ Project and Program Management	➤ Corporate Mission Fulfillment	➤ Multi-Million Dollar Budget Management
➤ PMO Management	➤ Cyber Security leadership	➤ Vendor & Contract Negotiations
➤ Matrix Management	➤ Global Management	➤ Innovation leadership
➤ Merger & Acquisitions	➤ Disaster Recovery	➤ Homeland Security
➤ Private Sector	➤ Change Management	➤ Public Policy
➤ Higher Education Sector	➤ Non – Profit Sector	➤ State Government Sector

Selected value-offered Highlights

- **Making Cyber Security a critical priority;** Demonstrating that Cybersecurity needs to be a top priority of every organization through examples. Then creating policy and awareness training to ensure the security of all environments by each.
- **Driving force to standardized Software configuration Management Enterprise-Wide;** drove innovation in the State of New Hampshire by standardizing software development processes across the enterprise, utilizing a centralized software configuration management tool. Oversaw an enterprise migration from individual servers to a virtual enterprise environment containing over 300 servers saving both money and staff hours.
- **Led team to standardize a hybrid ERP implementation process for global deployment;** produced an Oracle ERP implementation methodology that utilized internal personnel instead of consultants saving the company over 20 million dollars in 6 years. This process streamlined the project schedule from 12 months to 21 weeks per manufacturing facility. This methodology was executed in 24 countries over 24 months, resulting in the conversion of 108 manufacturing facilities to a common ERP platform.

PROFESSIONAL EXPERIENCE

Easterseals – Manchester, NH

November 2021 – Present

Chief Information Officer / Information Security Officer

Leading information technology functions of the organization, serving as an integral partner and member of the Senior Management team. Guiding Information Technology strategy to support and strengthen Easter Seals. Implementing the current information security initiatives throughout the agency while planning for changes in a defensive and offensive posture to meet future threats.

Merrimack College – No. Andover MA

July 2015 – November 2021

Associate Vice President/CIO

Part of the Senior Leadership Team to provide vision, leadership, strategic planning, increase customer service, bringing credibility to IT, drive critical change in technology to meet the mission and strategic plan of Merrimack College. To ensure that the college's technology infrastructure is being maintained, protected and provides the functional tools for the college's mission of higher education. To provide fiscal leadership in developing an IT budget based on the approved plan and responsible infrastructure goals in supporting the higher education needs of the college. Support institution initiatives such as Mobile Merrimack that supports thousands of iPads for teaching in the classrooms.

STATE OF NEW HAMPSHIRE - Concord, New Hampshire
Commissioner/CIO Department of Information Technology
Acting Commissioner/CIO Department of Information Technology
Interim Commissioner/CIO Department of Information Technology

March 2007 to August 2014
June 5, 2013, to August 2014
October 17, 2012, to June 5, 2013
April 2010 to February 2011

Reported to the Governor of the State of New Hampshire - managed the Department of Information Technology (DoIT), an agency which has a staff of over 350 and an annual budget that exceeds 60 million dollars. DoIT is responsible for all IT support for the State's 65 agencies and over 10,000 full-time employees, including cybersecurity, desktops, servers, applications, networks and providing services to the over 1.3M citizens of the State.

Director of Agency Software Division

March 2008 – June 2013

Reported to the CIO of the State of New Hampshire - managed the Agency Software Division (ASD) in 20 of the State's largest agencies overseeing the efforts of over 160 staff. Engaged Agency Commissioners and senior management in the development of tactical and strategic plans, reporting, budgets, problem resolutions, and promoted DoIT best practices, policies, standards and procedures.

Agency IT Leader (Department of Safety)

March 2007 – March 2008

Reported to the Director of the Agency Software Division - managed the IT organization responsible for the software development, production and maintenance of all software applications for the State of New Hampshire's Department of Safety. The Department of Safety encompasses the State Police, Highway Patrol, Bureau of Emergency Management and Department of Motor Vehicle.

VECTRON INTERNATIONAL CORP - Hudson, NH

July 2005 – February 2007

Director of Global IT

Reported to the CFO - responsibilities encompassed managing the \$10 million IT budget, 4 direct and 13 indirect reports providing global support for continuous operations for ERP, LAN/WAN, infrastructure, telecommunications, and end-user computing environment. □

SANMINA-SCI Corp - Salem, NH

April 1996 – January 2005

Sr. Director of Global EMS Services

January 2003 – January 2005

Managed a direct staff of 10 and was responsible for the planning, master scheduling and managing the migrating of 108 global manufacturing facilities to the Oracle 11i ERP System.

Sr. Director of Mergers & Acquisitions, Administration

November 2001 – January 2003

Managed a direct staff of 7 and was responsible for creating, developing and managing the M&A administration team while managing the IT \$35M budget.

Sr. Director of Global Applications

April 2000 – November 2001

Managed a direct staff of 25 and worked closely with other Directors to understand their business requirements and issues to translate them into technical deliverables for the application group.

Director of Americas Field IT

April 1996 – April 2000

Managed a direct staff of 30 and was responsible for supporting 65 manufacturing facilities throughout North American and for supporting all aspects regarding telecommunications and business systems in the Eastern division of the company.

Education and Credentials

Merrimack College: Master's of Science in Management - MSM

Rivier University: Awarded a BA in Individualized Studies - Summa Cum Laude

Northern Essex Community College: Awarded an Associates in Electronic Technologies - Cum Laude

Military

United States Army, Honorable Discharge

Affiliations

Sigma Iota Epsilon (SIE)
 National Organization of State CIOs' (NASCIO)
 Multi-State Information Sharing & Analysis Center (MS-ISAC)
 National Association of Insurance Commissioners (NAIC)
 State of New Hampshire Town Clerks Association

Interests

Family
 Chess
 Outdoor Activities
 Theater
 Music
 Building

PAMELA HAWKES

DIRECTOR OF DONOR RELATIONS

CONTACT



PERSONAL EXPERIENCE

- Board of Directors, Girls Inc.
- LGM Steering Committee
- Leadership Greater Manchester, Class of 2021

PROFILE

For the last sixteen years I have been working with nonprofits in fundraising and development programs. For thirteen of those years I was with Families in Transition (FIT) working with their mission to break the cycle of homelessness in New Hampshire. Hired as the Volunteer & In Kind Coordinator, in just 3 years I was promoted to the Donor Relations Manager. By the end of my time with the organization, I was promoted to Chief Development Officer, a member of the Executive Leadership Team. At the close of 2021, I had taken a new position with the New Hampshire Community Loan Fund as their Director of Donor Relations. The main goal of this position was to create a Major Donor Program for their organization.

In any of the positions that I have been in over the years, my role began and still to this day focuses on relationships, from onboarding volunteers and building their relationships to major donors. From connecting with community members on potential mission impacts to creating a lifelong supporter, at the end of the day, my main goal has been to show people their value and how they can make a difference in the lives of others.

Below you will find the many roles I have had in my nonprofit career thus far. From day one, I have been a key employee that has played in many leadership roles around change management, culture, moral and mergers. I have overseen 30 people in a statewide program, partnering with 20+ nonprofits at a time. I have also led a team of 8 employees, my department being one with the most longevity, which is something I am extremely proud of.

In my role as the CDO/VP of Resource Development, I oversaw our fundraising efforts, annual events, volunteer management, and marketing/communications team for the agency. I have strong experience in board development, strategic planning, volunteer management, leadership, program development, change management, and public speaking. I started my leadership experience with an annual goal of \$800,000 a year, and in 2020, raised over \$3 million in private funds with the support of my instrumental team and our solid development plan, even after pivoting due to the impact of the pandemic.

Pivoting, adapting, out of the box thinking, strategizing, forward thinking, are all things I have been doing long before the pandemic.

SKILLS

- DONOR RELATIONS EXPERT
- BOARD DEVELOPMENT
- NONPROFIT LEADERSHIP
- STRATEGIC THINKER

EXPERIENCE AT NH COMMUNITY LOAN FUND

Director of Donor Relations

2021- Present

In November of 2021 I took the position of Director of Donor Relations. It was a position that the organization created for me. The NH Community Loan Fund did not have major gifts, corporate giving or volunteer focused programs. They knew how essential these three programs were to the growth of their development and fundraising goals.

Over the last seven months, I have established the outline and foundation to these programs. I also have hired a Philanthropy Officer to help elevate the relationship building with the existing donors, as well as identifying ways to gain new donors. We have created a portfolio concept for the fundraising team, as well as established a forecasting structure in the CRM, Salesforce, to have a better plan of action to execute how to exceed our annual goals.

EXPERIENCE AT FAMILIES IN TRANSITION

Chief Development Officer/VP of Resource Dev.

2019- 2021

In January of 2019 I took the position of Vice President, Resource Development. This opportunity came when Families in Transition and New Horizons merged. The goal given to me was to create one unified development team of eight full time staff members, along with a one fundraising development plan that would have the newly defined team to meet our goal of raising \$1.75 million in private funding. This goal was an increase from the previous year's goal of \$800,000. We hit our goal in year one, then set our 2020 fundraising goal to raise \$1.85 million which we surpassed, hitting the \$3 million. This was a huge accomplishment in the midst of a huge leadership change, our Founder and President leaving, and pivoting our fundraising efforts that were very much impacted by the pandemic. It took a team to pull off what we did and I am so proud of how hard they all worked, while navigating their own transitions in their personal lives.

In addition, the agency had also invested in a new CRM software, Salesforce, which I took the project management lead on. With consultants, we created a CRM that aligned with the agency needs, as well as the needs of the newly merged fundraising department. Project managing was something I had never really done before, but found it to be a great project! A lot of work, but well worth it to see the investment and return on the investments in year two of having the software. Prior to leaving the organization in 2021, I had been promoted to Chief Development Officer.

Director of Resource Development

2016-2019

EDUCATION

Southern New Hampshire University

Masters of Science Marketing

Southern New Hampshire University

Bachelor's Degree Business Administration and Management

Southern New Hampshire University

Leadership of Nonprofit Organizations, Graduate Certificate

NHTI, Concord

Associates, Criminal Justice

When promoted to the Director level I was tasked with creating new donor initiatives and worked closely with a Task Force that included members of our board of directors and other key stakeholders to see it through. During this time, my focus was really on systems, stewardship and cultivation efforts. Growing our volunteers into donors, and our donors into major investors. My goal was to show them the impact they had on those in their own community and know that they could be part of the solution. It was a lot of work over those three years, but well worth it as we have created relationships with our donors who have become lifelong supporters of the work we do.

Donor Relations Manager

2011-2016

When promoted to this new Management position, I had oversight of the FIT VISTA Program which had a reach across a variety of nonprofits across New Hampshire. When FIT first took over the program, we worked with 16 VISTA members and ten nonprofits. During this time, FIT was asked to take over a VISTA Program that was going to close. We saw too much value in the VISTA Program and quickly said yes to the merger. We doubled the number of members to 32, and also doubled the number of nonprofits we worked with across the state, no longer just in Manchester. My main focus was to build the moral backup of those that were displaced, but also bring the two groups together to be a unified group. It took a lot of work, but the group came together and became one of the most well respected VISTA Programs in New England.

Volunteer & In Kind Coordinator

2008-2011

Hired as the Coordinator of Volunteers & In Kind Donations, I created a structured system and process for both programs. The agency was just starting out with a volunteer program. Over the course of these three years, I worked on getting buy-in from other departments to take on volunteers as resources. I also worked really hard on bringing new volunteers in and watching their relationship grow with nurture to become advocates, supporters and some staff. I also created a robust internship program for our clinical department, which is still running strong today.

During this time we also acquired the Manchester VISTA Program from the City of Manchester. This gave me the oversight of 16 AmeriCorps VISTA Members supporting Manchester based nonprofits.

Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

Annette Escalante, MSW, MLADC



Undergraduate Degree: Springfield College, BA

Major: Human Services

Graduate Degree: University of New Hampshire, MSW

Major: Social Work

Master Licensed Alcohol Drug Counselor (MLADC) #599

State of New Hampshire

Languages: Bilingual/Bicultural English/Spanish (Verbal and Written)

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

Community Interest

Manchester Cultural Diversity Task Force	2004-2008
Latinos Unidos of NH Advisory Board	2005-2009
Friends of Recovery-NH	2009-2012
NH Providers Association-President	2009-2015
NH Alcohol & Drug Abuse Counselors Association	2012-2017
NH Board for Licensing Alcohol & Drug Abuse Counselors	2016-2018
NH Drug Overdose Fatality Review Committee	2016-2017
Executive Director of the Governor's Commission on Alcohol and Other Drugs	2017-current

10/17-current

NH Department of Health and Human Services

Bureau of Drug Alcohol Services

Director

- Direct Bureau activities and staff responsible for program planning, implementation and evaluation; policy and systems development and changes; and administrative, financial, business and personnel management.
- Direct the implementation, integration, and coordination of all Bureau programs and activities, initiatives, and contracted services, ensuring compliance with agency and federal requirements.
- Provide leadership in planning and promoting the operations and goals of the Department's substance use services, including strong communication skills and the ability to work effectively with the media.
- Provide subject matter expertise on substance use disorder and substance use services in various cross discipline initiatives.

- Advise Division Director and Department leadership on substance use disorder and substance use services policy and programing.
- Testify before the state legislature, public and legislative hearings, and advisory and oversight committees to educate and promote understanding of Bureau programs, goals, and mandates; affect public policy decisions; and provide information as requested.
- Serve as Executive Director of the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment. Work with the Commission's chair to set goals and objectives and works collaboratively with the membership to ensure implementation of the goals and objectives, including oversight of the commission's funding.
- Serve on the DHHS Division of Behavioral Health Management Team to work collaboratively with other Team members in the integration of behavioral health services as well as promoting the full continuum of care.
- Participate in state, regional and national efforts to address substance use and misuse by NH residents.

7/09-10/17

Greater Nashua Council on Alcoholism/Keystone Hall
Nashua, NH

Vice President

- Responsible for the leadership, direction, and oversight of the agency.
- Develop and implement mission, goals and objectives of Keystone Hall programs.
- Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the agency.
- Responsible for the full continuum of services including residential services, inpatient and outpatient services, federal and state grants.
- Establish, implement and monitor standards of care as defined by governing state and federal agencies including but not limited to licensing requirements.
- Coordinate and maximize services delivery within the program and across the agency.
- Insure timely submission of all required reports under all contract and grants.
- Establish and achieve programmatic financial goals and objectives for all programs.
- Recruit, hire and evaluate direct report positions.
- Identify and develop opportunities for program growth and development.
- Attend meetings and maintain funding and relationships with community partners.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09

New Hampshire Department of Corrections

Concord, NH

Administrator of Women Offenders and Family Services (Promotion)

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.

- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy and the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Supervision of staff working with female offenders.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

2008 to 2012: Adjunct Professor Springfield College

In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate courses.
- Courses include Family Therapy, Cultural Diversity, Addiction Studies, Addiction and Social Policy, Mental Health Practicum, Grant Writing and Career Development.

2012-present: Adjunct Professor University of New Hampshire

In this per diem position, my responsibilities include:

- Teaching Social Welfare Policy courses in the social work department.

2016-2017: Adjunct Professor Manchester Community College

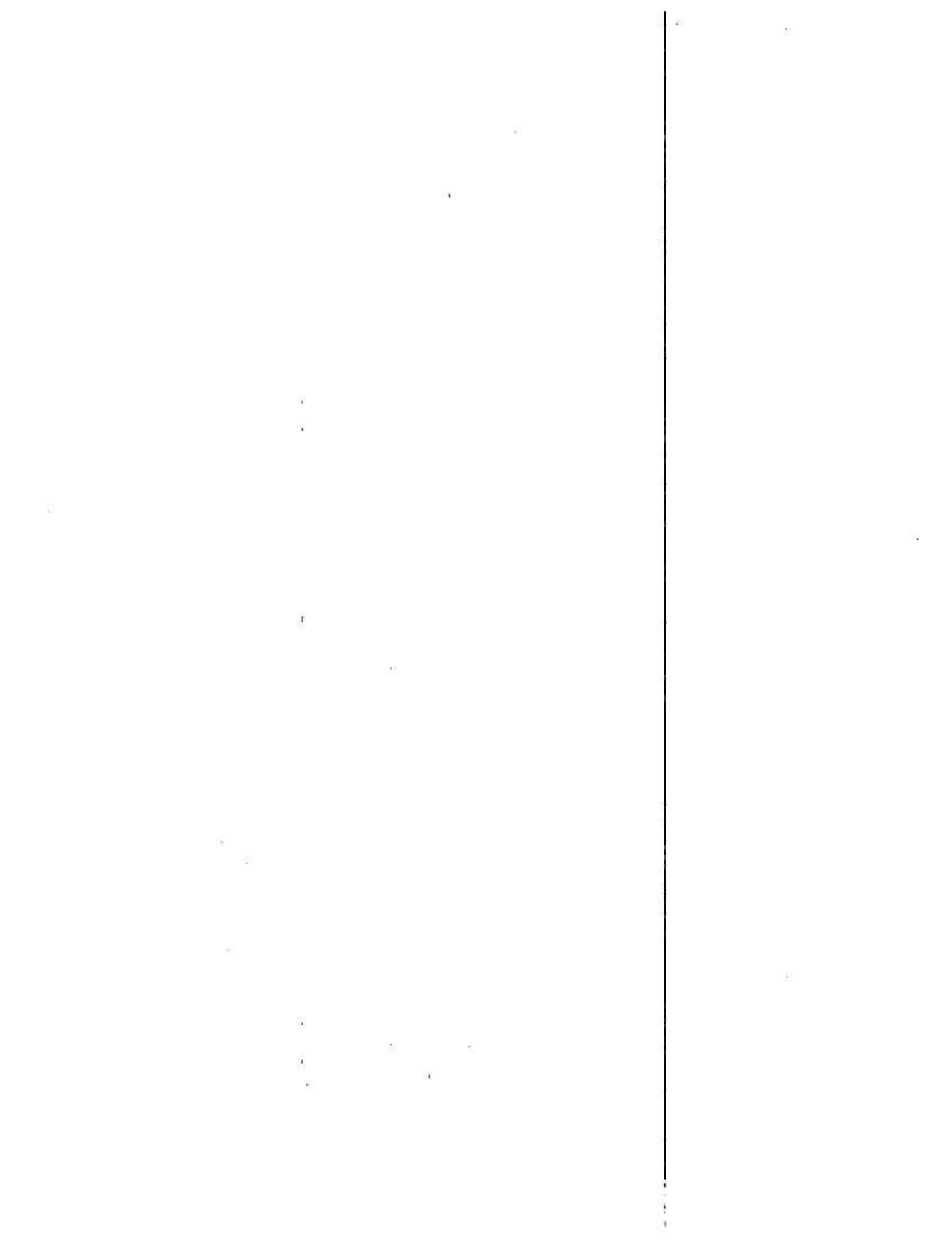
In this per diem position, my responsibilities include:

- Teaching under graduate courses in the psychology department.

2018-present: Adjunct Professor Granite State College

In this per diem position, my responsibilities include:

- Teaching online undergraduate courses.
- Courses include Introduction to Psychology



9/2005-11/2007

New Hampshire Department of Corrections
Goffstown, NH

Correctional Counselor/Case Manager-Changed to Program Coordinator

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

5/2004-9/2005

City of Manchester/Office of Youth Services
Manchester, NH

Social Worker/Youth Counselor

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse services within the community.
- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
Provided translation for Spanish speaking clients.

6/2000-5/2004

New Hampshire Housing Finance Authority
Bedford, NH

Program Monitor

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section 8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provided translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000

New Hampshire Department of Corrections
Laconia, NH

Correctional Counselor/Case Manager

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.

- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999

New Hampshire AIDS Foundation

Manchester, NH

Outreach Program Coordinator

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997

City of Manchester Office of Youth Services

Manchester, NH

Youth Outreach Counselor

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996

Providence Hospital

Holyoke, MA

Substance Abuse Counselor/Detoxification Unit

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients in detox.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.

- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

2/1990-6/1994

YWCA

Springfield, MA

Counselor Advocate

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four-hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data, demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

References available upon request.

**EASTER SEALS NEW HAMPSHIRE, INC.
MANCHESTER ALCOHOLISM REHABILITATION CENTER**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$340,000.00	0%	\$0
Claire Gagnon	CFO	\$200,000.00	0%	\$0
Lisabritt Solsky Stevens	CGRCO	\$175,100.00	0%	\$0
Catherine Kuhn	COO	\$175,100.00	0%	\$0
Tina Sharby	CHRO	\$195,052.00	0%	\$0
Peter Hastings	CIO	\$190,550.00	0%	\$0
Pamela Hawkes	CDO	\$170,000.00	0%	\$0
Susan Silsby	EVP	\$190,550.00	0%	\$0
Annette Escalante	SVP	\$143,222.00	0%	\$0

11/15/2022



Lori A. Shibaette
Commissioner

Katja S. Fox
Director

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MAC

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

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

March 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	334662-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	\$651,316	\$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	175226-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	(\$988,700)	\$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.

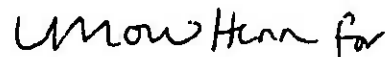
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and 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 T1083464 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. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-05-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, 1043: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334002-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$89,199	\$148,857	\$215,856	
2023	074-500585	Community Grants	\$59,960	\$190,658	\$280,818	
2024	074-500585	Community Grants	\$21,261	\$45,659	\$86,320	
Sub-total			\$180,420	\$385,174	\$562,794	

Bridge Street Recovery, LLC		341988-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$136,979	\$166,976	\$303,955	
2023	074-500585	Community Grants	\$168,829	\$291,250	\$470,179	
2024	074-500585	Community Grants	\$40,498	\$0	\$40,498	
Sub-total			\$366,406	\$458,226	\$814,632	

Center/Dartmouth Hitchcock Keena		155405-0001		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	

CC of Nashua/Greater Nashua Mental Health		164112-0001		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	

Dismas Home		290051-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$43,044	\$81,750	\$130,794	
2023	074-500585	Community Grants	\$62,909	\$281,250	\$344,159	
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981	
Sub-total			\$119,934	\$375,000	\$494,934	

Families In Transition		157730-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$196,021	(\$52,907)	\$143,114	
2023	074-500585	Community Grants	\$271,691	\$90,592	\$362,283	
2024	074-500585	Community Grants	\$58,106	(\$45,090)	\$13,017	
Sub-total			\$525,818	(\$7,374)	\$518,444	

Grafton City		177397-0003		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$64,632	\$0	\$64,632	
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395	
2024	074-500585	Community Grants	\$14,627	\$0	\$14,627	
Sub-total			\$148,654	\$0	\$148,654	

Headrest, Inc.		176726-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063	
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917	
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390	
Sub-total			\$80,370	\$0	\$80,370	

Hope on Haven Hill		275119-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902	
2023	074-500585	Community Grants	\$51,320	\$281,250	\$332,570	
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965	
Sub-total			\$111,437	\$375,000	\$486,437	

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center		177204-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$166,941	\$0	\$166,941	
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976	
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208	
Sub-total			\$452,125	\$0	\$452,125	

Southeastern NH Alcohol & Drug Abuse Services		155292-0001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142	
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020	
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696	
Sub-total			\$77,858	\$0	\$77,858	
SUB TOTAL GOV COMM			\$2,256,979	\$1,573,226	\$3,830,205	

05-03-02-020510-33840000 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	\$146,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,656	(\$190,656)	\$0
2024	074-500585	Community Grants	\$45,058	(\$45,058)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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	\$57,990	\$0	\$57,990
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,842	\$0	\$129,842

Dimas Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$91,228	\$0	\$91,228
2023	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$29,831	\$0	\$29,831
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	\$418,437	\$148,857	\$562,094
2023	074-500585	Community Grants	\$575,805	\$190,858	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,059	\$168,206
Sub-total			\$1,114,389	\$382,374	\$1,496,763

Grafton City

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

Headset, 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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,764	\$0	\$108,764
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Ferrum 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	074-500585	Community Grants	\$497,996	\$0	\$497,996
2024	074-500585	Community Grants	\$106,407	\$0	\$106,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,330	\$0	\$76,330
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,000	\$0	\$165,000
SUB TOTAL CLINICAL			\$4,783,310	(\$778,538)	\$4,000,778

05-05-02-020510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/20/22.

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	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

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	074-500585	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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven HB

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	\$507,800	(\$260,500)	\$247,300
Sub-total			\$2,301,200	(\$979,700)	\$1,321,500

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			\$4,625,625	(\$958,700)	\$3,666,925
Grand Total All			\$11,865,820	(\$192,912)	\$11,672,908

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

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), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 decrease the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$2,812,833
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.6. to read:
3.1.6. The Contractor shall ensure a minimum total of 40 beds are available for ASAM Level 3.5, Residential Treatment Services provided through this Agreement.
3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.7. to read:
3.1.7. The Contractor shall ensure a minimum total of 27 beds are available for ASAM Level 3.7, Withdrawal Management Residential Treatment Services provided through this Agreement.
4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:
3.7.1.4. New Hampshire Medicare programs.
5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:
3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.6. to read:
3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

3.16.7. 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.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

3.16.8. 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, but is not limited to:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

9. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

3.16.9. 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:

3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.16.9.2. 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.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

11. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

12. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of

ds
Mib

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

- 11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.
- 11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

13. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

- 12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.
- 12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

- 12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 12.1.2.2. Formula: Total current assets divided by total current liabilities.

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
14. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
15. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
16. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
17. Add Exhibit L, Amendment #1; Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/10/2022

Date

DocuSigned by:
Katja S. Fox
ED9005B04C63442...

Name: Katja S. Fox
Title: Director

Manchester Alcoholism Rehabilitation Center

2/10/2022

Date

DocuSigned by:
Maureen Beauregard
0FE078F8DEC34FF...

Name: Maureen Beauregard
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/11/2022

Date

DocuSigned by:
Robyn Guarino
7487348440+1480..

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-1 Amendment #1**

Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1**

- 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 individual 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;
 - 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 the Doorway and 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.

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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 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:

7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
 - 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.
- 10. Treatment Plans**
- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP .21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
- 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
- 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
- 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. 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

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
- 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
- 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
- 15.7.4. Document each medication taken in an individual's medication log, which includes:
- 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
- 15.7.4.2. The date and the time the medication was taken;
- 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
- 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.
- 16. Notice of Rights for Individuals Receiving Services**
- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
- 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
- 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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- 20.1. 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.
- 20.2. 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.

21. Treatment Rights

- 21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

- 21.1.1. The right of access to treatment including:

- 21.1.1.1. 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

- 21.1.1.2. 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

- 21.1.2. The right to quality treatment including:

- 21.1.2.1. 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;

- 21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

- 21.1.4. 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;

- 21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

- 21.1.6. 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;

- 21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

- 21.1.7.1. Freedom of movement; and

- 21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
- 24.2.3. The program provides or arranges for childcare with the women are receiving services.
- 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
- 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
- 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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- 24.4.4. The program has a mechanism that enables it to:
- 24.4.4.1. Maintain contact with individuals awaiting admission;
 - 24.4.4.2. 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
 - 24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:
 - 24.4.4.3.1. Individuals cannot be located for admission into treatment or
 - 24.4.4.3.2. Individuals refuse treatment
- 24.4.5. 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.
- 24.4.6. The program has procedures for:
- 24.4.6.1. Selecting, training, and supervising outreach workers.
 - 24.4.6.2. 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.
 - 24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.
 - 24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.
- 24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:
- 24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 24.4.7.2. 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.
 - 24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 22.48%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 T1083464.
 - 1.2. 49.86%, 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.**
 - 1.3. 11.58% General funds.
 - 1.4. 16.08% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-9, 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-9, 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date,

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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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Integrated MAT Budget
 - 4.1.3. Exhibit C-3, Residential Services Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-4, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-5, Integrated MAT Budget
 - 5.1.3. Exhibit C-6, Residential Services Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-7, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-8, Integrated Budget
 - 6.1.3. Exhibit C-9, Residential Services Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

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Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

- 8.1. The Contractor shall maintain documentation that includes, but is not limited to:
 - 8.1.1. Medicaid and/or Medicare ID of the individual receiving services.
 - 8.1.2. WITS ID of the individual receiving services, if applicable.
 - 8.1.3. Date range of stay per individual for which expenses apply.
 - 8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.
- 8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.
- 8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use

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Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

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10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
- 10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
 - 10.3. Ensure backup documentation includes, but is not limited to:
 - 10.3.1. General Ledger showing revenue and expenses for the contract.
 - 10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 10.3.3. Receipts for expenses within the applicable state fiscal year.
 - 10.3.4. Cost center reports.
 - 10.3.5. Profit and loss reports.
 - 10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301

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13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
19. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
20. Audits
 - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 20.1.1. 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.
 - 20.1.2. 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.
 - 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.

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- 20.2. If Condition A exists, the Contractor shall 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.
- 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. 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.
- 20.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit I – Amendment #1



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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

Contractor Initials MB

Date 2/10/2022



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

MB

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available

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New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1



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

Department of Health and Human Services

Manchester Alcoholism Rehabilitation Center

~~The State~~ signed by:

~~Name of the Contractor~~

Katja S. Fox

Maureen Beauregard

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Maureen Beauregard

Name of Authorized Representative

Name of Authorized Representative

Director

President & CEO

Title of Authorized Representative

Title of Authorized Representative

2/10/2022

2/10/2022

Date

Date



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

Exhibit L – Amendment #1
Sample
ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

Contractor Initials 
Date 2/10/2022

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Lori A. Shibanette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 ExL 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/NH, 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

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

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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DocuSign Envelope ID: 4820BF04-5ABC-41D0-BFC9-3E099607FC6A

DocuSign Envelope ID: 68F1ECAE-F12A-4807-8D4F-51542326B1BC

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 T1083464 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,

DocuSigned by:
Lori A. Weaver
4CAAB2094125473...

Lori A. Shibinette
Commissioner

05-05-92-920510-33820000 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
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$69,199
2023	102-500731	Contracts for Prog Svc	\$69,951
2024	102-500731	Contracts for Prog Svc	\$21,261
Sub-total			\$180,421

Bridge Street Recovery, LLC		341966-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$136,070
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$365,496

Center/Dartmouth Hitchcock Keene		155405-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$60,015
2023	102-500731	Contracts for Prog Svc	\$59,496
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

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

154112-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

Dismas Home

290061-B001

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	\$62,909
2024	102-500731	Contracts for Prog Svc	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$106,022
2023	102-500731	Contracts for Prog Svc	\$271,601
2024	102-500731	Contracts for Prog Svc	\$58,106
Sub-total			\$525,618

Grafton City		177397-B003	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$64,632
2023	102-500731	Contracts for Prog Svc	\$89,395
2024	102-500731	Contracts for Prog Svc	\$14,827
Sub-total			\$148,854

Harbor Care		168574-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

Headrosi, Inc.		175226-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$26,063
2023	102-500731	Contracts for Prog Svc	\$43,916
2024	102-500731	Contracts for Prog Svc	\$10,390
Sub-total			\$80,372

Hope on Haven Hll		275110-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	\$10,065
Sub-total			\$111,437

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

177204-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$180,941
2023	102-500731	Contracts for Prog Svc	\$234,877
2024	102-500731	Contracts for Prog Svc	\$50,208
Sub-total			\$452,125

**Southeastern NH Alcohol & Drug
Abuse Services**

155292-B001

PO 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	\$38,020
2024	102-500731	Contracts for Prog Svc	\$7,696
Sub-total			\$77,858
SUB TOTAL GOV COMM			\$2,195,857

05-05-92-020610-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (65% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$146,657
2023	102-500731	Contracts for Prog Svc	\$190,658
2024	102-500731	Contracts for Prog Svc	\$45,059
Sub-total			\$382,373

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			\$776,539

Center/Danmouth 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	\$126,092
2024	102-500731	Contracts for Prog Svc	\$27,811
Sub-total			\$281,095

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	\$91,226
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
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 Cty

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Hoodresl, 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	\$108,784
2024	102-500731	Contracts for Prog Svc	\$23,239
Sub-total			\$236,172

**Manchester Alcohol Rehab Center,
Easter Seals, Farnum 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	\$497,098
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

**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	\$76,338
2024	102-500731	Contracts for Prog Svc	\$16,311
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,853,777

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) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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 H2I

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, Farum 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
SUB TOTAL BOR			\$4,825,825
Grand Total All			<u>\$11,476,234</u>

**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	Christina Medical Center	Dumas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FT/ANHA, Inc.	Granton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven HD, 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	8	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	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	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 _____ Title _____
1. Sara Cleveland _____
 2. Paula Hofgan _____
 3. Laurie Heath _____
 4. _____
 5. _____

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

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 South Eastern New Hampshire Alcohol and Drug Abuse Services ("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), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,346,066
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services, Section 3.16. State Opioid Response (SOR) Grant Standards, by adding Subsection 3.16.13., to read:
3.16.13. The Contractor shall collaborate with the Department and other SOR funded Contractors, as requested and directed by the Department, to improve GPRA collection.
4. Modify Exhibit C, Amendment #1, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 8.091%, 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 TI083464, 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 TI084659, which are effective through September 30, 2023.
 - 1.2. 81.957%, 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 TI083326, 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.
 - 1.3. 4.168% General funds.
 - 1.4. 5.784% Other funds (Governor's Commission).

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/17/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

South Eastern New Hampshire Alcohol and Drug Abuse
Services

11/17/2022

Date

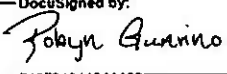
DocuSigned by:
Jonathan Cheyne

Name: Jonathan Cheyne
Title: Interim Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/21/2022
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:

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 SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. 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: 64991

Certificate Number: 0005893466



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of November A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Mark Kennard, 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 Southeastern NH Alcohol and Drug Abuse Service
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 25, 20 22, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jon Cheyne (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southeastern NH Alcohol and Drug Abuse Service to enter into contracts or agreements with the State 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: 11/8/22

[Signature]
Signature of Elected Officer
Name: Mark Kennard
Title: Chair, Board of Trustees

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 8 day of Nov., 2022.

By Mark Kennard
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Oct. 4, 2027

Tracy L. Mantos
Notary Public, State of New Ham:
My Commission Expires Oct. 4, 2027

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2022

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services LLC, 12 Gill Street, #5500, Woburn, MA 01801, 855 874-0123. CONTACT NAME: Helene Wendolovske, PHONE: 855-874-0123, FAX: 877-775-0110, E-MAIL: Helene.Wendolovske@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. (NAIC # 18058), INSURER B: National Liability & Fire Insurance Co. (20052).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

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

CERTIFICATE HOLDER: State of New Hampshire- Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857. 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: [Signature]



VISION STATEMENT

SENHS is a leader among substance use disorder (SUD) programs in New Hampshire, financially sound, offering quality programming and regarded as a trusted partner in the delivery of expertise and services.

MISSION STATEMENT (Current)

SENHS provides expert addiction treatment to help and support individuals and families who are in need of substance abuse disorder services.

VALUES AND PRINCIPLES

- Compassionate:** We treat our clients and staff with dignity and compassion, always striving to help them find success.
- Transparent:** We conduct ourselves with an openness and honesty at all levels within the community, and among our clients, staff and board.
- Trusted:** We are trusted and have credibility with all those with whom we interact.
- Flexible:** We have financial stability, physical space, and adequate staffing to offer options in programs and services.
- Relationships:** We value our relationships with other providers, funders, donors, volunteers and people who have gone through our programs, knowing that involving each in the work we do will only strengthen our ability to accomplish our mission.

***SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE***

Consolidated Audited Financial Statements

***For The Fiscal Years Ended
June 30, 2021 and 2020***

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**

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PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS
INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
**Southeastern New Hampshire
Alcohol & Drug Abuse Services and Affiliate**
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services (a nonprofit organization) and affiliate, which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, 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.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

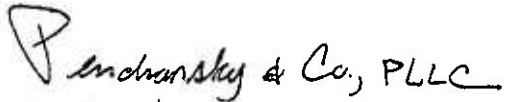
Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and affiliate as of June 30, 2021 and 2020, and the 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.



Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

August 13, 2021

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

ASSETS

	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>2021 Totals</u>	<u>2020 Totals</u>
<u>Current Assets:</u>				
Cash and Cash Equivalents, Organization	\$ 307,639	\$ 0	\$ 307,639	\$ 449,277
Cash and Cash Equivalents, Affiliate	65,834	0	65,834	112,434
Total Cash and Cash Equivalents	<u>373,473</u>	<u>0</u>	<u>373,473</u>	<u>561,711</u>
Accounts Receivable, Net of Allowance for Doubtful Accounts	182,870	0	182,870	127,340
Prepaid Expenses	<u>11,895</u>	<u>0</u>	<u>11,895</u>	<u>11,510</u>
Total Current Assets	<u>568,238</u>	<u>0</u>	<u>568,238</u>	<u>700,561</u>
<u>Fixed Assets:</u>				
Building Improvements	931,983	0	931,983	895,166
Furniture and Equipment	121,856	0	121,856	112,734
Equipment - Capital Lease	27,300	0	27,300	23,520
Less: Accumulated Depreciation	<u>(652,343)</u>	<u>0</u>	<u>(652,343)</u>	<u>(643,814)</u>
Net Fixed Assets	<u>428,796</u>	<u>0</u>	<u>428,796</u>	<u>387,606</u>
Total Assets	<u>\$ 997,034</u>	<u>\$ 0</u>	<u>\$ 997,034</u>	<u>\$ 1,088,167</u>

-Continued on next page-

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Totals	2020 Totals
<u>Current Liabilities:</u>				
Accounts Payable	\$ 11,205	\$ 0	\$ 11,205	\$ 11,820
Accrued Expenses	10,172	0	10,172	4,318
Accrued Payroll and Taxes	120,958	0	120,958	107,167
Deferred Revenue	0	0	0	27,920
Current Portion of Long Term Liabilities	8,747	0	8,747	4,704
	<u>151,082</u>	<u>0</u>	<u>151,082</u>	<u>155,929</u>
<u>Long Term Liabilities:</u>				
Note Payable	145,807	0	145,807	250,000
Capital Lease, Net of Current Portion	12,838	0	12,838	14,896
	<u>158,645</u>	<u>0</u>	<u>158,645</u>	<u>264,896</u>
Total Long Term Liabilities	158,645	0	158,645	264,896
Total Liabilities	<u>309,727</u>	<u>0</u>	<u>309,727</u>	<u>420,825</u>
<u>Net Assets:</u>				
Net Assets	<u>687,307</u>	<u>0</u>	<u>687,307</u>	<u>667,342</u>
Total Liabilities and Net Assets	<u>\$ 997,034</u>	<u>\$ 0</u>	<u>\$ 997,034</u>	<u>\$ 1,088,167</u>

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Totals	2020 Totals
Revenues and Support:				
Client Fee	\$ 1,030,580	\$ 0	\$ 1,030,580	\$ 1,190,142
Medicaid	444,540	0	444,540	603,345
Governmental Agency Revenue	172,231	0	172,231	199,414
Contributions	167,359	0	167,359	56,851
Strafford County Commission	55,839	0	55,839	55,939
Probate	25,240	0	25,240	52,435
In-Kind Contributions	6,000	0	6,000	6,000
Net Assets Released from Restrictions: Satisfaction of Program Restrictions	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues and Support	<u>1,901,789</u>	<u>0</u>	<u>1,901,789</u>	<u>2,164,126</u>
Expenses:				
Program Services	1,746,808	0	1,746,808	2,006,777
Support Services	<u>556,897</u>	<u>0</u>	<u>556,897</u>	<u>132,357</u>
Total Expenses	<u>2,303,705</u>	<u>0</u>	<u>2,303,705</u>	<u>2,139,134</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>(401,916)</u>	<u>0</u>	<u>(401,916)</u>	<u>24,992</u>
Other Revenues (Expenses):				
PPP Loan Forgiveness	250,000	0	250,000	0
LTCS Program	43,050	0	43,050	0
CARES Relief	27,807	0	27,807	0
CDFA COVID Grant	91,349	0	91,349	0
Legal Settlement Proceeds	8,750	0	8,750	0
Other Revenue	862	0	862	1,549
Interest and Investment Income	<u>63</u>	<u>0</u>	<u>63</u>	<u>219</u>
Total Other Revenues (Expenses)	<u>421,881</u>	<u>0</u>	<u>421,881</u>	<u>1,768</u>
Net Increase (Decrease) in Net Assets	19,965	0	19,965	26,760
Net Assets - July 1,	<u>667,342</u>	<u>0</u>	<u>667,342</u>	<u>640,582</u>
Net Assets - June 30,	<u>\$ 687,307</u>	<u>\$ 0</u>	<u>\$ 687,307</u>	<u>\$ 667,342</u>

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

Program Services - 2021

<u>Expenses:</u>	<u>OUTPATIENT SERVICES</u>	<u>COMPREHENSIVE SERVICES</u>	<u>IMPAIRED DRIVER INTERVENTION PROGRAM</u>	<u>DRUG COURT PROGRAM</u>	<u>TOTAL PROGRAM SERVICES</u>
Salaries and Wages	\$ 98,600	\$ 738,269	\$ 81,982	\$ 167,780	\$ 1,086,631
Payroll Taxes	8,153	71,932	7,258	13,538	100,881
Employee Benefits	21,863	98,430	8,300	25,573	154,166
Rent	15,756	33,160	6,831	9,044	64,791
Utilities	9,323	35,312	7,848	9,262	61,745
Professional Fee	10,655	55,822	0	16,772	83,249
Depreciation	12,175	31,976	6,088	9,131	59,370
Food	77	34,758	0	0	34,835
House Supplies	1,012	22,902	919	1,937	26,770
Insurance	6,608	17,125	3,303	4,955	31,991
Office Expense	322	741	129	638	1,830
Supplies	419	2,455	283	562	3,719
Fees	958	0	1,959	0	2,917
Staff Development	570	3,245	3,300	2,020	9,135
Conference & Conventions	0	0	0	0	0
Travel	0	775	0	0	775
Printing & Reproduction	709	1,831	1,149	645	4,334
Client Recreation	0	885	0	0	885
Advertising	0	0	0	0	0
Equipment Rent	0	0	0	0	0
State Fee	0	850	0	0	850
Interest	0	0	0	0	0
Repairs	709	7,448	0	0	8,157
Bad Debt	0	0	0	1,027	1,027
Miscellaneous Expenses	0	0	0	0	0
Legal Settlement Expense	0	8,750	0	0	8,750
Donations In-Kind	0	0	0	0	0
Total Expenses	\$ 187,909	\$ 1,166,666	\$ 129,349	\$ 262,884	\$ 1,746,808

-Continued on next page-

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

Support Services - 2021

<u>Expenses:</u>	<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>TOTAL SUPPORT SERVICES</u>	<u>2021 TOTAL</u>	<u>2020 TOTAL</u>
Salaries and Wages	\$ 0	\$ 432,149	\$ 432,149	1,518,780	\$ 1,356,056
Payroll Taxes	0	26,627	26,627	127,508	102,770
Employee Benefits	0	62,309	62,309	216,475	224,341
Rent	0	0	0	64,791	63,026
Utilities	0	585	585	62,330	60,483
Professional Fee	7,000	14,600	21,600	104,849	116,859
Depreciation	0	0	0	59,370	51,589
Food	0	368	368	35,203	42,741
House Supplies	0	1,093	1,093	27,863	28,185
Insurance	0	0	0	31,991	33,504
Office Expense	0	3,770	3,770	5,600	7,462
Supplies	882	3,860	4,742	8,461	9,444
Fees	144	350	494	3,411	4,121
Staff Development	0	670	670	9,805	7,443
Conference & Conventions	0	0	0	0	0
Travel	190	0	190	965	3,369
Printing & Reproduction	682	205	887	5,221	6,337
Client Recreation	0	0	0	885	778
Advertising	0	0	0	0	694
Equipment Rent	0	0	0	0	4,629
State Fee	0	57	57	907	857
Interest	0	1,356	1,356	1,356	374
Repairs	0	0	0	8,157	4,697
Bad Debt	0	0	0	1,027	9,375
Miscellaneous Expenses	0	0	0	0	0
Legal Settlement Expense	0	0	0	8,750	0
Donations In-Kind	0	0	0	0	0
Total Expenses	\$ 8,898	\$ 547,999	\$ 556,897	2,303,705	\$ 2,139,134

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Totals	2020 Totals
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ 19,965	\$ 0	\$ 19,965	\$ 26,760
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	59,370	0	59,370	56,218
(Gain)/Loss on Disposal of Equipment	0	0	0	55
(Increase) Decrease in Accounts Receivable	(55,530)	0	(55,530)	46,118
(Increase) Decrease in Prepaid Expenses	(385)	0	(385)	(836)
Increase (Decrease) in Accounts Payable	(615)	0	(615)	(17,462)
Increase (Decrease) in Accrued Liabilities	5,854	0	5,854	(8,681)
Increase (Decrease) in Accrued Payroll	13,791	0	13,791	17,192
Increase (Decrease) in Deferred Revenue	(27,920)	0	(27,920)	(4,708)
Total Adjustments	(5,435)	0	(5,435)	87,896
Net Cash Flows Provided (Used) by Operating Activities	14,530	0	14,530	114,656
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Fixed Assets	(100,560)	0	(100,560)	(25,470)
Disposal of Fixed Assets	0	0	0	3487
Net Cash Flows Provided (Used) by Investing Activities	(100,560)	0	(100,560)	(21,983)
<u>Cash Flows from Financing Activities:</u>				
Payments on Capital Lease	(5,082)	0	(5,082)	(10,454)
Proceeds from Capital Lease	3,780	0	3,780	23,520
Proceeds from Note Payable	150,000	0	150,000	250,000
Payments on Note Payable	(906)	0	(906)	0
Forgiveness of Note Payable	(250,000)	0	(250,000)	0
Net Cash Flows Provided (Used) by Financing Activities	(102,208)	0	(102,208)	263,066
Net Increase (Decrease) in Cash and Cash Equivalents	(188,238)	0	(188,238)	355,739
Cash and Equivalents - July 1,	561,711	0	561,711	205,972
Cash and Equivalents - June 30,	\$ 373,473	\$ 0	\$ 373,473	\$ 561,711
Supplemental Cash Flow Information				
<u>Cash Paid For:</u>				
Interest	\$ 1,356	\$ 0	\$ 1,356	\$ 374
Income Taxes	\$ 0	\$ 0	\$ 0	\$ 0

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

Note 1 - Summary of Significant Accounting Principles:

Method of Accounting

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America. Revenues are recorded when earned and expenses are recorded when the obligation is incurred.

Consolidation Policy

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

Basis of Presentation

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020**

Note 1 – Summary of Significant Accounting Principles - Continued:

Basis of Presentation – continued

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

Income Taxes

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2021 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020

Note 1 – Summary of Significant Accounting Principles - Continued:

Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2021 and 2020 is \$8,677 and \$8,958, respectively.

Contributions with Donor Restrictions

The Organization's policy is to report contributions with donor restrictions that are met in the same reporting period, as contributions without donor restrictions, since under said circumstances, there is no effect to reported net assets with donor restrictions.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$0 and \$694 for the year ended June 30, 2021 and 2020.

Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020

Note 1 – Summary of Significant Accounting Principles - Continued:

New Accounting Pronouncements

Topic 606

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of ASU 2014-09 is to recognize revenue when the promised goods or services due are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. FASB issued a limited deferral of the effective date to implement the ASU for one year, for years beginning after December 15, 2020. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Topic 842

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases, (Topic 842)*. This new standard amends a number of aspects of lease accounting, including requiring lessees to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and a corresponding lease liability. This standard is effective for the company for the year beginning December 15, 2022. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Note 2 – Capital Lease:

At June 30, 2021, the Organization leased a copier with a total value of \$3,780 under a five year noncancelable lease. The minimum lease payments are scheduled to be \$123 per month, consisting of monthly lease payment of \$63 per month and service agreement of \$60 per month. The interest rate is 0%.

The future minimum lease payments at June 30, 2020 and for future years are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Capital Lease Payable</u>
2022	\$ 756
2023	756
2024	756
2025	756
2026	378
Totals	\$ <u>3,402</u>

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020

Note 2 – Capital Lease - Continued:

At June 30, 2020, the Organization leased two copiers with a total value of \$23,520 under a five year noncancelable lease. The minimum lease payments are scheduled to be \$668 per month, consisting of monthly lease payment of \$392 per month and service agreement of \$276 per month. The interest rate is 0%.

The future minimum lease payments at June 30, 2021 and for future years are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Capital Lease Payable</u>
2022	\$ 4,704
2023	4,704
2024	4,704
2025	784
Totals	\$ <u>14,896</u>

Note 3 – Operating Lease:

The Organization extended its rental lease until December, 2026, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were \$5,453 less a \$500 donation in kind for a net lease check payment of \$4,953 and \$5,346 less a \$500 donation in kind per month for a net lease check of \$4,846, for the years ended June 30, 2021 and 2020, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2021 and 2020 was \$64,791 and \$63,026.

The future minimum lease payments at June 30, 2021 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Rent Expense</u>
2022	\$ 65,435
2023	65,435
2024	65,435
2025	65,435
2026	32,717
Totals	\$ <u>294,457</u>

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020**

Note 4 – Concentrations:

Cash

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Customers

The Organization's has one customer that represents 53% and 41% of its accounts receivable as of June 30, 2021 and 2020. The same customer represents 26% and 33% of the total income of the Organization as of June 30, 2021 and 2020, respectively.

Note 5 – In-Kind Contributions:

Donated rent, materials, equipment and essential services are reflected as contributions in the accompanying consolidated financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2021</u>	<u>2020</u>
Donated rent, materials, equipment and food	\$ <u>6,000</u>	\$ <u>6,000</u>

Note 6 – Deferred Revenue:

The Organization has an agreement with Strafford County Commissioners to provide and employ an intensive outpatient counselor to the Drug Treatment Court, with which the county will pay the Organization for the salary and benefits for. The balance at June 30, 2021 and 2020 is \$0 and \$27,920, respectively.

Note 7 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2021 and 2020, the outstanding balances were \$0.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020

Note 8 – Note Payable:**Paycheck Protection Program Loan (“PPP Loan”)**

On April 27, 2020, the Organization received loan proceeds in the amount of \$250,000 under the Paycheck Protection Program (“PPP”). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), provides for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminated employees or reduces salaries during the eight-week period.

The Organization received loan forgiveness on May 26, 2021.

EIDL Loan

On March 3, 2021, the Organization executed the standard loan documents required for securing the EIDL Loan from the United States Small Business Administration under the Economic Injury Disaster Loan assistance program in light of the impact of the COVID-19 pandemic. The principal amount of the EIDL Loan is \$150,000, with proceeds to be used for working capital needs. Interest on the loan accrued at the rate of 2.75% per annum and installment payments, including principal and interest, are due monthly at \$641 per month. The balance of the principal and interest is payable thirty years from the date of the promissory note.

The future minimum note payments at June 30, 2021 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Note Payment</u>
2022	\$ 3,287
2023	3,378
2024	3,472
2025	3,569
2026	3,668
Thereafter	<u>131,819</u>
Totals	\$ <u>149,193</u>

Note 9 – Compensated Absences:

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2021 and 2020 totaled \$44,007 and \$42,812.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020

Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2021 and 2020 were \$19,856 and \$23,553, respectively.

Note 11 – Reclassifications:

Certain reclassifications have been made to the 2021 and 2020 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

Note 12 – Liquidity and Availability of Financial Assets:

The Organization's primary source of revenue is from program revenues, consisting of client fees and local and federal funding. As shown on the face of the financial statement, and summarized below, all of the Organization's financial assets are available within one year and are free of donor restrictions.

Financial assets available within one year and free of donor restrictions as of June 30, 2021:

Cash & Cash Equivalents, Organization	\$	307,639
Cash & Cash Equivalents, Affiliate		65,834
Accounts Receivable		182,870

Total financial assets available to meet cash needs for expenses within one year	\$	556,343
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Financial assets available within one year and free of donor restrictions as of June 30, 2020:

Cash & Cash Equivalents, Organization	\$	449,277
Cash & Cash Equivalents, Affiliate		112,246
Accounts Receivable		127,340

Total financial assets available to meet cash needs for expenses within one year	\$	688,863
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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2021 and 2020

Note 13 – Subsequent Events:

Subsequent to the Organizations year end, the Organization dissolved the Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation, which was responsible for fundraising.

Subsequent events have been evaluated thru August 13, 2021, which is the date the financial statements were available to be issued. Aside from the following, management asserts that there are no events which meet the criteria for disclosure.

**Southeastern NH Alcohol and Drug Abuse Services
Board of Trustees**

Name of Board Member	Member Effective Date	Title of Board Member
Kevin MacLeod	Jun-81	Trustee
Francis Cassidy	Jan-82	Trustee
William Webb	Mar-97	Trustee
Dr. Lawrence Kane	Sep-00	Vice-chair
Alec McEachern	Jul-10	Trustee
Sr. Helene Higgins	Aug-18	Secretary
Mark Kennard	Aug-18	Chair and Treasurer
Christi Green	Jul-19	Trustee
Christopher Roundy	Oct-19	Trustee
Joh Cheyne	Sep-20	Trustee
Susan Martinen	Oct-20	Trustee

Jonathan Cheyne

Nearing completion of a PhD in physics and stepping into non-profit management

- High-level mathematical, scientific, and analytical skills, resulting in peer-reviewed publications and conference presentations
- Considerable practice communicating advanced concepts to audiences with different levels of expertise and experience
- Application of mathematical skills to both technical and human questions of interest, using various survey, analysis, and calculation tools



Experience:

Southeastern
New Hampshire
Drug & Alcohol
abuse services:
2022-Present

Interim Executive Director

- Oversees day to day operations
- Prepare and present budgets
- Implements board policy
- Manages all personnel



University of
New Hampshire:
2016-22

Research Assistant/Teaching Assistant

- Advanced mathematical and computational skills developed working on my doctoral thesis in non-relativistic holography
- Qualitative & quantitative research into STEM education for under-represented students as part of NSF-funded study
- Communication & organisation as lead instructor of multiple courses, involving comprehensive restructuring of syllabi
- Leadership of teaching teams, including senior faculty
- High level technical communication as demonstrated in peer-reviewed publications and conference presentations



UCL - Institute
of Education:
2014-15

Student Teacher: Langley Park Boys' School; Norbury Manor School for Girls.

- Taught in diverse South London communities
- Planned and executed lessons on all science subjects to students at various stages of education



Newstead Wood
School for Girls:
2008-10

ICT/AV Technician

- Adaptive support role using limited resources to address varied emergent issues
- Technical troubleshooting of both hardware and software
- Assisted planning of school-wide technology refurbishment



RP Martin
Brokers:
2006-08

Junior foreign exchange broker

- Customer facing role in a high pressure environment
- Built market prediction tool for EUR/USD forward swap desk

Board memberships:

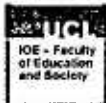
SENHS:	Board & Finance committee member	Oct 2020 - present
CAEW: (Cocaine Anonymous, England & Wales)	Director (formerly chair of steering committee for establishment of charity/company)	Oct 2011 – Dec 2012

Skills:

Presentations • Wolfram Language • Teaching (school/college) • Python
 Technical writing • Physics • Maths • Statistics • Coaching & Mentoring • SQL • Excel

**Education:**

University of New Hampshire: PhD – expected completion December 2022
 Advisor – Dr. David Mattingly
 GPA – 3.89



UCL - Institute of Education: PgCE Science (physics) – June 2015



Queen Mary, University of London: MSci. Theoretical Physics – June 2014
 Degree classification – First class honours

Publications:

Energy-entropy relation for asymptotically Lifshitz spacetimes with universal horizons – Jonathan Cheyne, David Mattingly *Phys.Rev.D* 103 (2021) 8, 086012

Constructing entanglement wedges for Lifshitz spacetimes with Lifshitz gravity – Jonathan Cheyne, David Mattingly *Phys.Rev.D* 97 (2018) 6, 066024

Awards and recognitions:

- UNH Graduate teaching award 2021
- *For graduate students who demonstrate excellence in teaching*
- UNH Harper Fellowship award 2018
- *Recognising an exceptional graduate student in physics*
- UNH Summer TA Fellowship 2018
- *Supports research during the summer for individuals who have performed exceptionally well as a TA and as a student*
- UNH CEPS Fellowship 2015
- *For academic achievements, faculty recommendations, and the student's proposed research program & long-range professional goals* -16



- Institute of Physics teacher training scholarship 2014
- *The IOP awards scholarships to talented individuals who are passionate about physics and have the potential to become inspirational teachers* -15



- QMUL Funded summer research internship 2013
- *Funded summer research internship studying string theory, in recognition of outstanding academic performance*



- SEPnet Funded summer internship – Things We Don't Know 2012
- *Specialist industrial placements ranging from small startups to large multinationals. I worked for TWDK, a science communication startup*

References:

Prof. David Mattingly

Prof. Dawn Meredith

Additional references on request, including those focused on specific skills/qualities.

Outside interests:

Rugby – I am a keen player and coach, I have 15 years experience coaching teams and sitting on club committees. I currently coach Freedom RFC and UNH men's rugby.

Laurie Meehan

Career Objective

To utilize social work skills to benefit children, adults and families in need of support through appropriate human services programs.

Summary

Dedicated and skilled professional with over twenty years of diverse experience in social work, combined with solid academic credentials. Ability to communicate effectively with clients and motivate them toward change. Effectively locate and utilize resources from municipal, state, federal and social organizations.

Experience

Clinical Director 10/2019- present
Southeastern NH Alcohol and Drug Services

- Direct supervision of agency clinical programs and personnel in the residential and outpatient programs.
- Provide supervision for MLADC and LADC candidates
- Provide leadership to the clinical interdisciplinary team consistent with ASAM guidelines and level of care criteria.
- Ensure Quality assurance in the maintenance of accurate, complete, timely and high-quality documentation and data collection to meet best practice clinical standards that comply with program policies and procedures, payer requirements and external regulatory standards including electronic (WITS) and paper records.
- Willing to provide one-on-one counseling with clients and or facilitate/lead therapeutic group sessions using Evidence Based Practices, as needed.
- Maintain compliance with federal, state, and local regulations.
- Work closely with Intake Coordinator and Billing Department on all billing information and payments for patients.
- Assist with grant and proposal writing.
- Oversee screening, training, and supervision of existing and new staff to promote, develop and build an effective organization.
- Expand working relationship with organizations, service providers, and other agencies that provide client referrals.

- Assists in preparation of annual operating budget with the Operations Director.
- Assists in the development and implementation of internal policies and procedures.
- Any other duties as assigned by the Board of Trustees.

FOR Women IOP Counselor 10/2014- Present
SOUTHEASTERN NH SERVICES, DOVER, NH

- Responsible for developing and maintaining all clinical records for IOP patients.
- Provide 1:1 and group counseling using Evidence Based Practices and Matrix Model.
- Facilitate and lead therapeutic group sessions.
- Development and update client treatment plans.
- Document all progress notes, treatment notes, etc. in WITS daily.

Addiction Recovery Center Counselor 2003 – 10/2014
SOUTHEASTERN NEW HAMPSHIRE SERVICES, DOVER, NH

Hired to work in the six week residential treatment program. Duties include individual counseling, lecturing, facilitating group therapy, facilitating the family education program on Sundays.

TRANSITIONAL HOUSING DIRECTOR, 1997 TO 2003
MY FRIEND'S PLACE, DOVER, NH

Hired to develop program for transitioning homeless families into community-based housing (program sponsors residents in six apartments within the local community). Provide family case management and work with heads of households to resolve problems that could impede their readjustment. Coordinate all services and resources that the families require. Provide counseling, referrals and transportation. Oversee property management of sponsored apartments. Communicate with and track families throughout the process to maintain their progression toward independence. Provide grant administration including defending the HUD grant before the HUD Administration.

- Worked with 15 families in the past year; majority of cases handled over the years are now successfully maintaining independent housing.

CASE MANAGER/RESIDENT MANAGER, SEPTEMBER 1994 TO SEPTEMBER 1997
MY FRIEND'S PLACE, DOVER, NH

Conducted assessments and/or arranged referrals, provided crisis intervention and outreach services for single parent families, facilitated groups including therapeutic, educational and mutual aid. Networked within the community to develop positive relationships.

- Assisted in creating a grant proposal for transitional housing for single homeless women

COUNSELOR/VOLUNTEER COORDINATOR, SEPTEMBER 1996 TO MAY 1997
NEW HAMPSHIRE HOUSING AUTHORITY RE-EDUCATION AND ASSISTANCE PROGRAM, ROCHESTER, NH

Provided substance abuse education and counseling for elderly population. Developed and facilitated a support group for elderly residents of subsidized housing. Recruited, trained and supervised volunteers to provide peer support.

- Assisted in the development of a conference on intergenerational issues

EMPLOYMENT COORDINATOR, 1993 TO 1995

A.G.A.P.E (AGENCY GIVING ALTERNATIVES FOR PERMANENT EMPLOYMENT), MARBURY, NH

Conducted assessments to determine vocational placements for developmentally disabled individuals. Collaborated with NH Vocational Rehabilitation to develop appropriate placement plans. Educated employers regarding the individual needs of the developmentally disabled population.

- Educated employers regarding the individual needs of the developmentally disabled population.

ALLOCATIONS COMMITTEE MEMBER, 1994

Greater Seacoast United Way, Portsmouth, NH

RAPE CRISIS COUNSELOR, 1993

Sexual Assault Support Services, Portsmouth, NH

LICENSE

Masters License Drug and Alcohol Counselor NH 2018

License Number 0591

Licensed Drug and Alcohol Counselor NH 2015

EDUCATION

M.S.W., MAY 1997

University of New England Graduate School of Social Work, Biddeford, ME

B.S., MAJOR IN BEHAVIORAL SCIENCE, MAY 1993

University of New Hampshire, Durham, NH

REFERENCES AVAILABLE UPON REQUEST

Southeastern New Hampshire Services Key Personnel

Name	Job title	Salary	Salary amount paid from this contract (10%)
Jonathan Cheyne	Interim Executive Director	\$ 80,000.00	\$ 8,000.00
Laurie Meehan	Clinical Director	\$ 91,187.20	\$ 9,118.72



Lori A. Shilbette
Commissioner

Katja S. Fox
Director

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

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

March 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	334662-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	\$651,316	\$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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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	175226- 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	(\$988,700)	\$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.

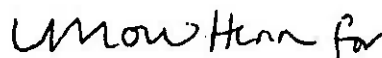
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and 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 T1083464 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. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

05-05-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, DHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group		334662-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$69,199	\$146,657		\$215,856
2023	074-500585	Community Grants	\$89,860	\$190,658		\$280,618
2024	074-500585	Community Grants	\$21,261	\$45,059		\$66,320
Sub-total			\$180,470	\$382,374		\$562,794

Bridge Street Recovery, LLC		341988-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)		Revised Modified Budget
2022	074-500585	Community Grants	\$136,979	\$166,976		\$303,955
2023	074-500585	Community Grants	\$168,879	\$281,250		\$470,179
2024	074-500585	Community Grants	\$40,498	\$0		\$40,498
Sub-total			\$366,400	\$448,226		\$814,632

Center/Dartmouth Hitchcock Keene		155405-B001		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

CC of Nashua/Greater Nashua Mental Health		154112-B001		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

Dismas Home		290061-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$43,044	\$93,750	\$136,794	
2023	074-500585	Community Grants	\$62,909	\$281,250	\$344,159	
2024	074-500585	Community Grants	\$13,981	\$0	\$13,981	
Sub-total			\$119,934	\$375,000	\$494,934	

Families in Transition		157730-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$196,021	(\$52,907)	\$143,114	
2023	074-500585	Community Grants	\$271,691	\$90,582	\$362,283	
2024	074-500585	Community Grants	\$58,106	(\$45,059)	\$13,047	
Sub-total			\$525,818	(\$7,374)	\$518,444	

Grafton Cty		177397-B003		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$64,832	\$0	\$64,832	
2023	074-500585	Community Grants	\$69,395	\$0	\$69,395	
2024	074-500585	Community Grants	\$14,827	\$0	\$14,827	
Sub-total			\$148,854	\$0	\$148,854	

Headrest, Inc.		175226-B001		PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget	
2022	074-500585	Community Grants	\$26,063	\$0	\$26,063	
2023	074-500585	Community Grants	\$43,917	\$0	\$43,917	
2024	074-500585	Community Grants	\$10,390	\$0	\$10,390	
Sub-total			\$80,370	\$0	\$80,370	

Hope on Heyen Hill		275119-8001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$49,152	\$93,750	\$142,902
2023	074-500585	Community Grants	\$51,320	\$281,250	\$332,570
2024	074-500585	Community Grants	\$10,965	\$0	\$10,965
Sub-total			\$111,437	\$375,000	\$486,437

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center		177204-8001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$166,941	\$0	\$166,941
2023	074-500585	Community Grants	\$234,976	\$0	\$234,976
2024	074-500585	Community Grants	\$50,208	\$0	\$50,208
Sub-total			\$452,125	\$0	\$452,125

Southeastern NH Alcohol & Drug Abuse Services		155292-8001	PO TBD		PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$34,142	\$0	\$34,142
2023	074-500585	Community Grants	\$36,020	\$0	\$36,020
2024	074-500585	Community Grants	\$7,696	\$0	\$7,696
Sub-total			\$77,858	\$0	\$77,858
SUB TOTAL GOV COMM			\$2,256,979	\$1,573,226	\$3,830,205

05-95-92-020510-33840000 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	\$146,657	(\$146,657)	\$0
2023	074-500585	Community Grants	\$190,658	(\$190,658)	\$0
2024	074-500585	Community Grants	\$45,059	(\$45,059)	\$0
Sub-total			\$382,374	(\$382,374)	\$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$290,305	(\$290,305)	\$0
2023	074-500585	Community Grants	\$400,404	(\$400,404)	\$0
2024	074-500585	Community Grants	\$85,829	(\$85,829)	\$0
Sub-total			\$776,538	(\$776,538)	\$0

Center/Dartmouth 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	\$126,091	\$0	\$126,091
2024	074-500585	Community Grants	\$27,811	\$0	\$27,811
Sub-total			\$281,095	\$0	\$281,095

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	\$59,647	\$0	\$59,647
2023	074-500585	Community Grants	\$57,590	\$0	\$57,590
2024	074-500585	Community Grants	\$12,305	\$0	\$12,305
Sub-total			\$129,542	\$0	\$129,542

Dames 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	074-500585	Community Grants	\$133,325	\$0	\$133,325
2024	074-500585	Community Grants	\$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	\$415,437	\$146,697	\$562,094
2023	074-500585	Community Grants	\$576,805	\$190,658	\$766,463
2024	074-500585	Community Grants	\$123,147	\$45,069	\$168,205
Sub-total			\$1,114,389	\$382,374	\$1,496,763

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	074-500585	Community Grants	\$147,071	\$0	\$147,071
2024	074-500585	Community Grants	\$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	074-500585	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	074-500585	Community Grants	\$104,169	\$0	\$104,169
2023	074-500585	Community Grants	\$108,764	\$0	\$108,764
2024	074-500585	Community Grants	\$23,239	\$0	\$23,239
Sub-total			\$236,172	\$0	\$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farmum 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	074-500585	Community Grants	\$497,998	\$0	\$497,998
2024	074-500585	Community Grants	\$106,407	\$0	\$106,407
Sub-total			\$958,208	\$0	\$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$72,359	\$0	\$72,359
2023	074-500585	Community Grants	\$76,338	\$0	\$76,338
2024	074-500585	Community Grants	\$16,311	\$0	\$16,311
Sub-total			\$165,008	\$0	\$165,008
SUB TOTAL CLINICAL			\$4,783,316	(\$770,538)	\$4,006,778

05-05-02-020510-70400000 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 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	\$68,800	\$0	\$68,800
2023	074-500585	Community Grants	\$30,000	\$0	\$30,000
Sub-total			\$118,800	\$0	\$118,800

Dumas 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	\$432,900	\$0	\$432,900
2023	074-500585	Community Grants	\$143,325	\$0	\$143,325
Sub-total			\$576,225	\$0	\$576,225

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	074-500585	Community Grants	\$70,000	\$0	\$70,000
Sub-total			\$277,200	\$0	\$277,200

Hope on Haven H&I

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	\$107,800	\$0	\$107,800
Sub-total			\$433,400	\$0	\$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farm 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	\$507,800	(\$260,500)	\$328,300
Sub-total			\$2,391,200	(\$989,700)	\$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
SUB TOTAL 50R			\$4,825,825	(\$388,700)	\$3,636,925
Grand Total All			\$11,893,820	(\$192,012)	\$11,471,808

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

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 South Eastern New Hampshire Alcohol and Drug Abuse Services ("the Contractor").

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 modify the scope of services to support continued delivery of these services; and

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1 Clinical Services, by adding Paragraph 3.1.6. to read:
 - 3.1.6. The Contractor shall ensure a minimum total of **28 beds** are available for ASAM Level 3.1. Low-Intensity Residential Treatment Services provided through this Agreement.
2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:
 - 3.7.1.4. New Hampshire Medicare programs.
3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:
 - 3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.
4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.6. to read:
 - 3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

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shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16 State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

3.16.7. 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.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

3.16.8. 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, but is not limited to:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16 State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

3.16.9. 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:

3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.16.9.2. 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.

8. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

10. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright

Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

11. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire South Eastern New Hampshire Alcohol and Drug Abuse Services organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

- 12.2. In the event that the Contractor does not meet either:
 - 12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or
 - 12.2.3. Does not meet the reporting timeframe; then
- 12.3. The Department may exercise any of the following:
 - 12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;
 - 12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;
 - 12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.
 - 12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.
- 12. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
- 13. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
- 14. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
- 15. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein

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

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

State of New Hampshire
Department of Health and Human Services

2/11/2022

Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

Name: Katja S. Fox

Title: Director

South Eastern New Hampshire
Alcohol and Drug Abuse Services

2/11/2022

Date

DocuSigned by:
Denise Elwart
2FE68E08C0394EA

Name: Denise Elwart

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/11/2022

Date

DocuSigned by:
Robyn Guarino
748734844941460

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
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Operational Requirements

1. Requirements for Organizational or Program Changes.

- 1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name.
- 1.2. 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.

2. Inspections and Enforcement Remedies

- 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
 - 2.1.1. The facility;
 - 2.1.2. All programs and services provided through this Agreement; and
 - 2.1.3. Any records required by the Agreement.
- 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
 - 2.2.1. Identifies each deficiency;
 - 2.2.2. Identifies the specific proposed remedy(ies).
- 2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
 - 2.3.1. The requirement to submit a Plan of Correction (POC).
 - 2.3.2. The imposition of a directed POC from the Department.
 - 2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

- 3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

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- 3.1.1. Steps to be taken to correct each deficiency.
- 3.1.2. Measures that will be put in place.
- 3.1.3. System changes to be made to ensure that the deficiency does not recur.
- 3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.
- 3.2. The Contractor shall ensure each POC:
 - 3.2.1. Achieves compliance with contract requirements;
 - 3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and
 - 3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.
- 3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:
 - 3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.
 - 3.3.2. Ensure the revised POC complies with POC standards identified above.
- 3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:
 - 3.4.1. 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.
 - 3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;
 - 3.4.3. The revised POC is rejected by the Department; or
 - 3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.
- 3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is 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.

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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.
- 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 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 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 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:10.

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- 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 (ADA) 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;
 - 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, Section 3.16;
 - 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;

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- 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 individual 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;
 - 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 the Doorway and 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.

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- 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 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:
 - 7.2.1. Requiring a prospective employees to sign a releases 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, beyond which shall be reason for non-selection for employment, including the following:
 - 7.2.3.1. Felony convictions in this or any other state;

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- 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 7.2.3 above 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 exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 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 and RSA 169-C:29; and
 - 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.

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- 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 Tuberculosis in Health Facilities 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 symptomatology screen of a TB 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 health care field and CPR certification, if applicable.
- 7.6.8. Records of screening for communicable diseases results 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 date of completion and signature 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, including confidentiality requirements, and acknowledging training and implementation of the policy;
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then 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 pose a threat to the health, safety or well-being of an individual; and
 - 7.6.13.3. Has not had a finding by the Department or any 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 granted a waiver so that the individual can continue employment.

8. Clinical Supervision of Unlicensed Counselors

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- 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 20 hours of direct contact with individuals receiving services;
 - 8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 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 licensed or certified shall receive supervision in accordance with the requirement 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;
 - 9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

- 10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

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SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

- 10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.
- 10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;
- 10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;
- 10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
- 10.1.5. Provides the criteria for terminating specific interventions;
- 10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;
- 10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and
- 10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

- 11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

- 12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.
- 12.2. The Contractor shall ensure progress notes include, but not limited to:
 - 12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

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- 13.1. The Contractor shall discharge an individual from a program for the following reasons:
- 13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;
 - 13.1.2. Program termination, including:
 - 13.1.2.1. Administrative discharge;
 - 13.1.2.2. Non-compliance with the program;
 - 13.1.2.3. The individual left the program before completion against advice of treatment staff; and
 - 13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.
- 13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:
- 13.2.1. The dates of admission and discharge.
 - 13.2.2. The individual's psychosocial substance misuse history and legal history.
 - 13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.
 - 13.2.4. The reason for discharge.
 - 13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.
 - 13.2.7. A continuing care plan, including all ASAM domains.
 - 13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.
 - 13.2.9. The dated signature of the counselor completing the summary.
- 13.3. The Contractor shall ensure the discharge summary is completed:
- 13.3.1. No later than seven (7) days following an individual's discharge from the program; or
 - 13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

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- 13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:
- 13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and
 - 13.4.2. Updates the individual evaluation and treatment plan.
- 13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:
- 13.5.1. The discharge summary;
 - 13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and
 - 13.5.3. A diagnostic assessment statement and other assessment information, including:
 - 13.5.3.1. TB test results;
 - 13.5.3.2. A record of the individual's treatment history; and
 - 13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:
- 13.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 13.6.3. Assists the individual in making contact with other agencies or services.
- 13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.
- 13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:
- 13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;
 - 13.8.2. The individual is non-compliant with prescription medications;

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13.8.3. 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

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. 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:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

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- 14.2.1.3.6. Behavioral health care provider, if applicable;
- 14.2.1.3.7. Public or private health insurance provider(s), or both;
- 14.2.1.4. The individual's religious preference, if any;
- 14.2.1.5. The individual's personal health history;
- 14.2.1.6. The individual's mental health history;
- 14.2.1.7. Current medications;
- 14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and
- 14.2.1.9. Signed receipt of notification of individual rights;
- 14.2.2. Second section, Screening/Assessment/Evaluation:
 - 14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.
- 14.2.3. Third section, Treatment Planning:
 - 14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and
 - 14.2.3.2. Signed and dated progress notes and reports from all programs involved.
- 14.2.4. Fourth section, Discharge Planning:
 - 14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.
- 14.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 14.2.5.2. Any correspondence pertinent to the individual; and
 - 14.2.5.3. Any other pertinent information the Contractor deemed significant.
- 14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

- 15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

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- 15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:
- 15.2.1. The individual's name;
 - 15.2.2. The medication name and strength;
 - 15.2.3. The prescribed dose;
 - 15.2.4. The route of administration;
 - 15.2.5. The frequency of administration; and
 - 15.2.6. The date ordered.
- 15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.
- 15.4. 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:
- 15.4.1. All medications are kept in a storage area that is:
 - 15.4.1.1. Locked and accessible only to authorized personnel;
 - 15.4.1.2. Organized to allow correct identification of each individual's medication(s);
 - 15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 15.4.1.4. Equipped to maintain medication at the proper temperature;
 - 15.4.2. 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; and
 - 15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.
- 15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:
- 15.6.1. In original, unopened containers;
 - 15.6.2. Are stored in accordance with this Exhibit B-1;
 - 15.6.3. Are marked with the name of the individual using the medication; and

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- 15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 15.7. 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:
- 15.7.1. Remind the individual to take the correct dose of their medication at the correct time;
- 15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and
- 15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;
- 15.7.4. Document each medication taken in an individual's medication log, which includes:
- 15.7.4.1. The medication name, strength, dose, frequency and route of administration;
- 15.7.4.2. The date and the time the medication was taken;
- 15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and
- 15.7.4.4. The reason for any medication refused or omitted, as applicable.
- 15.8. 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.

16. Notice of Rights for Individuals Receiving Services

- 16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:
- 16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
- 16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and
- 16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.
- 16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

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- 16.2.1. The notice is continually posted in an area accessible by all;
- 16.2.2. The notice is presented in clear, understandable language and form; and
- 16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

- 17.1. 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.

18. Personal Rights

- 18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.
- 18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:
 - 18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
 - 18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and
 - 18.2.3. Freedom from personal or financial exploitation.
- 18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

- 19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.
- 19.2. 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.
- 19.3. 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:
 - 19.3.1. The minor's signature alone authorizes a disclosure; and
 - 19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

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20.1. 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.

20.2. 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.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. 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

21.1.1.2. 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

21.1.2. The right to quality treatment including:

21.1.2.1. 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;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. 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;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. 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;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

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- 21.1.8. 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:
 - 21.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 21.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 21.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 21.1.11. The right to voluntary placement including the right to:
 - 21.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 21.1.12. The right to services which promote independence including services directed toward:
 - 21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and
 - 21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;
- 21.1.13. The right to refuse medication and treatment;
- 21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 21.1.15. The right to consultation and second opinion including:
 - 21.1.15.1. At the individual's own expense, the consultative services of:
 - 21.1.15.1.1. Private physicians;
 - 21.1.15.1.2. Psychologists;
 - 21.1.15.1.3. Licensed drug and alcohol counselors; and
 - 21.1.15.1.4. Other health practitioners; and
 - 21.1.15.2. 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

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recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. 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:

- 21.1.16.1. Guardian;
- 21.1.16.2. Representative;
- 21.1.16.3. Attorney;
- 21.1.16.4. Family member;
- 21.1.16.5. Advocate; or
- 21.1.16.6. Consultant; and

21.1.17. 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.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. 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;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

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- 21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;
- 21.4.7. The guardian acts in a manner that furthers the best interests of the individual;
- 21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;
- 21.4.9. 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
- 21.4.10. 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.

22. Termination of Services

- 22.1. The Contractor shall terminate an individual from services if the individual:
 - 22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;
 - 22.1.2. Is no longer benefiting from the service(s) provided;
 - 22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;
 - 22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or
 - 22.1.5. 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.
- 22.2. 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:
 - 22.2.1. Identifies the effective date of termination;
 - 22.2.2. Lists the clinical or management reasons for termination; and
 - 22.2.3. Explains the rights to appeal and the appeal process.
- 22.3. The Contractor shall document in the service record of an individual who has been terminated that:
 - 22.3.1. The individual has been notified of the termination; and
 - 22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

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- 23.1. The Contractor shall ensure individuals of residential programs retain the following rights:
- 23.1.1. The right to a safe, sanitary, and humane living environment;
 - 23.1.2. The right to privately communicate with others, including:
 - 23.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and
 - 23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;
 - 23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;
 - 23.1.4. The right to privacy, including the following:
 - 23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 23.1.5. The right to individual choice, including the following:
 - 23.1.5.1. The right to keep and wear their own clothes;
 - 23.1.5.2. The right to space for personal possessions;
 - 23.1.5.3. The right to keep and to read materials of their own choosing;
 - 23.1.5.4. The right to keep and spend their own money; and
 - 23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:
 - 23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

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immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. 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 increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

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- 24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.
 - 24.2.3. The program provides or arranges for childcare with the women are receiving services.
 - 24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.
 - 24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.3. 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).
- 24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.
 - 24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:
 - 24.4.2.1. 14 days after making the request; or
 - 24.4.2.2. 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.
 - 24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

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24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. 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

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. 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.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. 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.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. 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.

24.4.7.3. A physician makes a determination that the following conditions have been met:

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- 24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.
- 24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
- 24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
- 24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.
- 24.4.7.3.5. 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.)
- 24.4.8. The program does not expend Substance Abuse Prevention and Treatment (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.
- 24.4.9. 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.
- 24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.4.14. 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:

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- 24.4.14.1. 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
- 24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.
- 24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's 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.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 13.71%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and 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 TI083464.
 - 1.2. 69.43%, 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 TI083326, which are only **effective from the contract effective date through September 29, 2022.**
 - 1.3. 7.06% General funds.
 - 1.4. 9.80% Other funds (Governors Commission).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
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-6, 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-6, Residential Services 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.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date,

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

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 October 1, 2021 through June 30, 2022, as follows:
 - 4.1.1. Exhibit C-1, SUD Treatment Services Budget
 - 4.1.2. Exhibit C-2, Residential Services Budget
- 5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, 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, 2022 through June 30 2023, as follows:
 - 5.1.1. Exhibit C-3, SUD Treatment Services Budget
 - 5.1.2. Exhibit C-4, Residential Services Budget
- 6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
 - 6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
 - 6.1.1. Exhibit C-5, SUD Treatment Services Budget
 - 6.1.2. Exhibit C-6, Residential Services Budget
- 7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
 - 7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
 - 7.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%

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EXHIBIT C

139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.
- 7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

- 8.1. The Contractor shall maintain documentation that includes, but is not limited to:
 - 8.1.1. Medicaid and/or Medicare ID of the individual receiving services.
 - 8.1.2. WITS ID of the individual receiving services, if applicable.
 - 8.1.3. Date range of stay per individual for which expenses apply.
 - 8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.
- 8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.
- 8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

- 9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative

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EXHIBIT C**

payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

- 9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.
- 9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.
- 9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.
- 9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per individual, per treatment episode.
- 9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and
 - 9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

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- 10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
- 10.3. Ensure backup documentation includes, but is not limited to:
 - 10.3.1. General Ledger showing revenue and expenses for the contract.
 - 10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 10.3.3. Receipts for expenses within the applicable state fiscal year.
 - 10.3.4. Cost center reports.
 - 10.3.5. Profit and loss reports.
 - 10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301
13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if

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sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
19. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
20. Audits
 - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 20.1.1. 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.
 - 20.1.2. 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.
 - 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 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.

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EXHIBIT C**

- 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. 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.
- 20.5. 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 shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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Exhibit I – Amendment #1

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

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Act as they may be amended from time to time:

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

c. "Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

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New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.
- c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.
- d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o The extent to which the risk to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available



New Hampshire Department of Health and Human Services

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to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm>
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

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Exhibit I – Amendment #1

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions, Laws, and Regulatory References.** All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...



New Hampshire Department of Health and Human Services
Exhibit I – Amendment #1

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

Department of Health and Human Services

~~The State~~ by:

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

2/11/2022

Date

South Eastern NH Alcohol & Drug Abuse Services

Name of the Contractor

Denise Elwart

2EE88E0BC7194EA

Signature of Authorized Representative

denise Elwart

Name of Authorized Representative

Executive Director

Title of Authorized Representative

2/11/2022

Date



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

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is made this _____ by the undersigned provider (“ELIGIBLE PROVIDER”) with the American Society of Addiction Medicine (“LICENSOR”) with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> (“LICENSEE”) with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement (“Agreement”) on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER’s public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

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compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

- 4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
- 5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

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Lori A. Shibette
Commissioner

Katja S. Fox
Director

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

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

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/NHNH, 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

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

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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DocuSign Envelope ID: D35548B7-CCF9-40F0-A33F-17790B1303D1

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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 T1083464 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,

DocuSigned by:
Lori A. Waarn
ACAAS2004123473...

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		334862-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$69,199
2023	102-500731	Contracts for Prog Svc	\$89,981
2024	102-500731	Contracts for Prog Svc	\$21,281
Sub-total			\$180,421

Bridge Street Recovery, LLC		341988-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$136,979
2023	102-500731	Contracts for Prog Svc	\$188,928
2024	102-500731	Contracts for Prog Svc	\$40,498
Sub-total			\$366,405

Center/Dartmouth Hitchcock Keene		155405-B001	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	\$59,496
2024	102-500731	Contracts for Prog Svc	\$13,122
Sub-total			\$132,633

CC of Nashua/Greater Nashua
Mental Health

154112-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

Dismas Home

290061-B001

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	\$13,981
Sub-total			\$119,934

Families in Transition

157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$196,022
2023	102-500731	Contracts for Prog Svc	\$271,691
2024	102-500731	Contracts for Prog Svc	\$58,106
Sub-total			\$525,818

Grafton City		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	\$89,395
2024	102-500731	Contracts for Prog Svc	\$14,827
Sub-total			\$148,854

Harbor Care		168574-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

Headrest, Inc.		175228-B001	PO TBD
State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$26,063
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	\$48,152
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, Famum Center**

177204-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$166,941
2023	102-500731	Contracts for Prog Svc	\$234,977
2024	102-500731	Contracts for Prog Svc	\$50,208
Sub-total			\$452,125

**Southeastern NH Alcohol & Drug
Abuse Services**

155292-8001

PO 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			\$2,195,857

05-95-92-920610-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: 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	\$45,059
Sub-total			\$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$290,305
2023	102-500731	Contracts for Prog Svc	\$400,404
2024	102-500731	Contracts for Prog Svc	\$85,829
Sub-total			\$776,539

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			\$281,095

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	\$91,226
2023	102-500731	Contracts for Prog Svc	\$133,325
2024	102-500731	Contracts for Prog Svc	\$29,631
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	\$575,605
2024	102-500731	Contracts for Prog Svc	\$123,147
Sub-total			\$1,114,389

Grafton Cty

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 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
2024	102-500731	Contracts for Prog Svc	\$0
Sub-total			\$0

Headrest, 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,
Easter Seals, Famum 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	\$497,998
2024	102-500731	Contracts for Prog Svc	\$108,407
Sub-total			\$958,208

**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	\$76,338
2024	102-500731	Contracts for Prog Svc	\$16,311
Sub-total			\$165,008
SUB TOTAL CLINICAL			\$4,653,772

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) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	\$88,800
2023	102-500731	Contracts for Prog Svc	\$30,000
Sub-total			\$118,800

Dismas 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

Headrest, 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 Hib

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
SUB TOTAL SOR			\$4,825,825
Grand Total All			\$11,476,254

**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

	Maximum Points Available	Betonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHNM, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven HCL, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
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	8	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	230	188	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1: Budget Sheet	70	63	30	63	63	48	60	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	Title
1 Sara Cleveland	
2 Paula Holigan	
3 Laurie Heath	
4	
5	