



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
 Commissioner

Lisa M. Morris
 Director

29 HAZEN DRIVE, CONCORD, NH 03301
 603-271-4501 1-800-852-3345 Ext. 4501
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

December 23, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** amendment to an existing contract with HIV/HCV Resource Center, Inc. (VC#166709-B001), Lebanon, NH to continue providing community-based harm reduction services and supports related to opioid use to individuals by increasing the price limitation by \$36,932 from \$146,136 to \$183,068 and by extending the completion date from November 30, 2020 to August 31, 2021 effective retroactive to November 30, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 19, 2019, item #76 and most recently amended with Governor and Council approval on December 18, 2019, item #17B.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-090-902510-70390000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90703901	\$26,144	\$0	\$26,144
2020	102-500731	Contracts for Program Services	90703901	\$23,965	\$0	\$23,965
2021	102-500731	Contracts for Program Services	90703901	\$0	\$0	\$0
			Sub Total:	\$50,109	\$0	\$50,109

05-95-090-902010-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, POPULATION HEALTH, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90050406	\$80,022	\$0	\$80,022
2021	102-500731	Contracts for Program Services	90050406	\$16,005	\$20,927	\$16,005
2022	102-500731	Contracts for Program Services	90050406	\$0	\$16,005	
			<i>Sub Total:</i>	\$96,027	\$36,932	\$132,959
			Total	\$146,136	\$36,932	\$183,068

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contract from expiring. The Department and the Contractor negotiated the extension terms of the contract, which delayed receipt of the executed document. This request is **Sole Source** because the contract is being amended to extend past the current completion date and there is no authorized renewal or extension clause remaining.

The purpose of this request is for continuing provision of expanded community-based harm reduction services. The Contractor will continue providing services and activities including the enhancement of community-based services to reduce infectious disease transmission. Approximately 150 individuals will be served from date of the Governor and Executive Council approval through August 31, 2021.

The Contractor will continue providing services that reduce injected drug use, including services for the prevention of mother-to-child infectious disease transmission and Hepatitis A and B vaccines. The Contractor will continue working to ensure mothers receive prenatal medical care and working with pregnant clients who are not in medical care to help mitigate barriers to receiving care.

The Contractor provides education to assist individuals in gaining knowledge and making informed decisions about their own health. Services include, but are not limited to, syringe exchange; referrals to medical, mental health and substance misuse treatment social services; transportation to follow-up appointments to ensure linkage to substance misuse care; assistance to individuals who are applying for health insurance and getting into treatment; and the provision of support during an individual's transition to medical care.

The Department will monitor contracted services using the following performance measures:

- Ninety-five percent (95%) of individuals utilizing Harm Reduction Services shall utilize one (1) or more Harm Reduction Services per visit.

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

- A minimum of fifty percent (50%) of clients are offered referrals to social service, HIV, HCV and STD testing, medical/mental health and Medication Assisted Treatment (MAT).
- Ninety percent (90%) of those referred are provided linkage to MAT or other SUD treatment within 30 days of referral.

Should the Governor and Executive Council not authorize this request, individuals at highest risk for acquiring an infectious disease due to injection drug use, may not have the opportunity to access the knowledge necessary to make informed decisions about their own health, including syringe exchange. Individuals will not have the opportunity to be linked to essential services described above.

Area served: Claremont, neighboring towns in Sullivan County, including, but not limited to Newport, Cornish, Croydon and Charlestown.

Source of Funds: CFDA #93.136, FAIN # NU17CE924984

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

Respectfully submitted,

DocuSigned by:
Ann H. N. Landry
24BA637E08EB468...

Ann Landry
Associate Commissioner



**New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Based Harm Reduction Services Contract**

This 2nd Amendment to the Community Based Harm Reduction Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and HIV-HCV Resource Center, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 Blacksmith Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #76), as amended on December 18, 2019, (Item #17B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
August 31, 2021
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$183,068.
3. Add Exhibit B-5, Budget Form, Amendment #2, which is attached hereto and incorporated by reference herein.
4. Add Exhibit B-6, Budget Form, Amendment #2, which is attached hereto and incorporated by reference herein.

HIV-HCV Resource Center, Inc.

Amendment #2

Contractor Initials

DS
LB



**New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective (or retroactively effective to November 30, 2020 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

12/21/2020

Date

DocuSigned by:
Lisa M. Morris
D038DFB8CA54A0...

Name: Lisa M. Morris
Title: Director

HIV-HCV Resource Center, Inc.

12/18/2020

Date

DocuSigned by:
Laura Byrne
649D1D48C6541D...

Name: Laura Byrne
Title: Executive Director



**New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services**

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

DocuSigned by:

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-5 Budget, Amendment #2
New Hampshire Department of Health and Human Services

Contractor Name: HIV/HCV Resource Center
 Budget Request for: Community Based Harm Reduction Services
 Project Title:
 Budget Period: State Fiscal Year (SFY) 2021 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by UNHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 15,617.00	\$ -	\$ 15,617.00	\$ -	\$ -	\$ -	\$ 15,617.00	\$ -	\$ 15,617.00
2. Employee Benefits	\$ 5,300.00	\$ -	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 5,300.00	\$ -	\$ 5,300.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
6. Travel	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
7. Occupancy	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
Printing	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
Board Expenses	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
9. Bohners	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
10. Marketing/Communications	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 20,827.00	\$ -	\$ 20,827.00	\$ -	\$ -	\$ -	\$ 20,827.00	\$ -	\$ 20,827.00

Indirect As A Percent of Direct

0.0%

DS
 LB

Contractor Initials

12/18/2020

Date

Exhibit B-6 Budget Form Amendment 2

New Hampshire Department of Health and Human Services

Contractor Name: HIV/HCV Resource Center

Budget Request for: Community Based Harm Reduction Services
 Project Title

Budget Period: State Fiscal Year (SFY) 2022 (July 1, 2021 - August 31, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 11,995.00	\$ -	\$ 11,995.00	\$ -	\$ -	\$ -	\$ 11,995.00	\$ -	\$ 11,995.00
2. Employee Benefits	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
6. Travel	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
7. Occupancy	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
Postage	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
9. Software	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
10. Marketing/Communications	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
11. Staff Education and Training	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	\$ -	\$ 1.00	\$ -	\$ 1.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify in the memo story)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 18,008.00	\$ -	\$ 18,008.00	\$ -	\$ -	\$ -	\$ 18,008.00	\$ -	\$ 18,008.00

Indirect As A Percent of Direct

0.0%

DS
 LB

Contractor Initials

12/18/2020

Date

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Sarah E. Lord, do hereby certify that:

I am the duly elected Chairperson of the Board of Directors of the HIV/HCV Resource Center.

Laura Byrne was elected Executive Director on October 12, 2013, with the authority to sign, negotiate and enter into contracts on behalf of the Agency. She has been authorized to enter into all contracts, including contracts with the State of New Hampshire, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate during the time she serves as Executive Director.

9/11/20
Date

Sarah Lord
Board Chair of the HIV/HCV Resource Center

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 11th day of Sept., 2020.

By Sarah E. Lord

Cheryl G. White
(Notary Public/Justice of the Peace)

(NOTARY SEAL)
CHERYL G. WHITE, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

Commission Expires: 8-2-22

BOARD OF DIRECTORS

Sarah Lord
Chair

David de Gijssel
Treasurer

John Morris
Secretary

John Sanders

Richard Waddell



December 8, 2020

To Whom It May Concern,

Laura Byrné, as the Executive Director of the HIV/HCV Resource Center, is authorized by the Board of Directors to enter into all contracts on behalf of the agency. A Certificate of Authority stating that fact was signed by me as the Board Chair and notarized last September, and it is still in effect.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Lord". The signature is written in black ink and is positioned above the printed name and title.

Sarah Lord
Board Chair, HIV/HCV Resource Center

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HIV/HCV RESOURCE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 06, 1990. 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: 149500

Certificate Number: 0005051516



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of December A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2020

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 Clark Mortenson Insurance 102 Main St Keene NH 03431	CONTACT NAME: Elizabeth Ravesi PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: lravesi@clark-mortenson.com																					
INSURED HIV/HCV Resource Center, Inc. 2 Blacksmith St. Lebanon NH 03766	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A:</td> <td>Philadelphia Indemnity Insurance Co.</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Co.	18058	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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:** CL2011952964 **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	ADDITIONAL INSURED	SUBROGATION	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2193370	12/06/2020	12/06/2021	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 Crisis Management \$
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			PHPK2193370	12/06/2020	12/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ Non-owned \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2193370	12/06/2020	12/06/2021	Each Incident 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire, it's officers and employees, are additional insured as required by written contract on the noted General Liability Policy per form PI GLD HS.

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
--	--

HIV/HCV Resource Center Mission Statement:

Our mission is "to support, assist and empower those whose lives are affected by HIV/AIDS and Hepatitis C to live fully and with dignity, and to stop the spread of these diseases through education, information and understanding."

HIV/HCV Resource Center FY21 Board of Directors

Sarah E. Lord, Ph.D., President

sarah.e.lord@dartmouth.edu

As an Assistant Professor of Psychiatry and Director of Dissemination & Implementation Core in The Center for Technology & Behavioral Health at Dartmouth Psychiatric Research Center, Sarah's research focuses on the development, evaluation, and sustainable dissemination of technology-delivered assessment, prevention, and behavioral intervention tools for adolescent, young adult, and parent populations, primarily in the areas of substance abuse, HIV, and sexual health.

David de Gijzel

david.degijzel@dartmouth.edu

Instructor in Medicine

Fellow in Infectious Disease

Resident in Leadership and Preventative Medicine

Geisel School of Medicine at Dartmouth

David is a practicing physician. His primary areas of interest are Infectious complications of substance use, Hepatitis C in people who inject drugs, Tuberculosis and Global Health.

John Morris, Secretary

morrisvt@tops-tele.com

Recently retired as the pastor at St. Martin's Episcopal Church in Fairlee VT, John has served four Episcopal Churches on a part-time basis since 1968, one of which was in East Harlem, NY. He taught the primary grades of elementary school for 30 years before retiring 1999. He has supported programs that work with people living with HIV-AIDS for many years.

John Sanders, M.D.

john.h.sanders.jr@dartmouth.edu

A retired physician, John volunteers at the Good Neighbor Health Clinic in White River Junction VT, working with uninsured and low-income individuals. He often provides medical care for clients of our syringe service program.

Richard Waddell, D.Sc., M.Sc.

richard.d.waddell@dartmouth.edu

Recently retired as an Associate Professor of Medicine and Associate Director of DarDar International Programs at Geisel School of Medicine at Dartmouth, Richard maintains a keen interest in global health, research bioethics, HIV/AIDS and social justice.

HIV / HCV RESOURCE CENTER, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2019

HIV / HCV RESOURCE CENTER, INC.

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June 30, 2019

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LEE A. WHITE & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANT

Lee A. White, CPA, CFP™, PFS



86 Summer Street, Ste. 1
Barre, Vermont 05641

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
HIV/HCV Resource Center, Inc.

We have audited the accompanying financial statements of HIV/HCV Resource Center, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional 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 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 financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards required 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of HIV/HCV Resource Center, Inc. as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Lee A. White + Associates

Barre, Vermont

VT Registration No.: 92-0000340

October 8, 2020

HIV / HCV RESOURCE CENTER, INC.

STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS	
CURRENT ASSETS	
Cash and cash equivalents	\$ 172,690
Security deposit	1,400
Grants receivable (Note 4)	44,652
Prepaid expenses	3,301
Total current assets	<u>222,043</u>
PROPERTY AND EQUIPMENT (Notes 1 & 3)	
Equipment	10,948
Less accumulated depreciation	<u>(10,948)</u>
Total Property and Equipment	<u>-</u>
TOTAL ASSETS	<u>\$ 222,043</u>
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	\$ 8,464
Accrued wages	3,137
Payroll taxes and other withholdings	240
Deferred revenue (Note 5)	-
Total current liabilities	<u>11,841</u>
NET ASSETS	
Net assets without donor restrictions	-
Net assets with donor restrictions	<u>210,202</u>
TOTAL NET ASSETS	<u>210,202</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 222,043</u>

HIV / HCV RESOURCE CENTER, INC.

STATEMENT OF ACTIVITIES

Year ended June 30, 2019

NET ASSETS WITHOUT DONOR RESTRICTIONS	
SUPPORT AND REVENUE	
Grant income	\$ 229,756
Granite United Way	3,630
Contributions	55,832
Interest income	-
In kind revenue	8,200
Total Support and Revenue	<u>297,418</u>
EXPENSES	
Program services:	
Client Services	200,824
Education	59,525
Total Program Services	<u>260,349</u>
Support Services:	
Management and general	-
Fundraising	22,387
Total Support Services	<u>22,387</u>
Total expenses	<u>282,736</u>
CHANGE IN ASSETS	14,682
NET ASSETS WITHOUT DONER RESTRICTIONS, beginning of year	<u>195,520</u>
NET ASSETS WITHOUT DONER RESTRICTIONS, end of year	<u>\$ 210,202</u>

HIV / HCV RESOURCE CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

Year ended June 30, 2019

	Program Services			Support Services		Total
	Client Services	Education	Total Program Services	Management and General	Fundraising	
Salaries and wages	\$ 84,811	\$ 16,905	\$ 101,716	\$ 40,723	\$ 13,052	\$ 155,491
Employee benefits	7,779	1,536	9,315	3,633	1,224	14,172
Payroll taxes	6,511	1,297	7,808	3,127	1,002	11,937
Rent	10,668	1,941	12,609	-	1,374	13,983
Utilities	2,392	415	2,807	-	168	2,975
Phone and internet	2,708	497	3,205	-	323	3,528
Insurance – directors and officers	902	178	1,080	434	142	1,656
Insurance – office and general liability	1,395	278	1,673	669	211	2,553
Training and staff development	60	67	127	481	2	610
Office supplies	415	84	499	233	59	791
Postage and shipping	-	-	-	109	90	199
Computer expense	804	81	885	193	90	1,168
Dues and subscriptions	698	118	816	483	60	1,359
Payroll processing fees	1,493	296	1,789	712	236	2,737
Office Equipment	-	-	-	199	-	199
Professional fees and consultants	500	6,350	6,850	1,260	-	8,110
Printing	159	26	185	112	1	298
Travel/Client transport	3,449	2,983	6,432	338	67	6,837
CM emergency assistance	10,697	-	10,697	-	-	10,697
HOPWA emergency assistance	12,266	-	12,266	35	-	12,301
HIV/HCV Testing	-	419	419	-	-	419
Program materials and supplies	491	15,734	16,225	75	1	16,301
Substance misuse treatments	5,625	-	5,625	-	-	5,625
Client incentives	-	290	290	-	-	290
Program camps and conferences	300	-	300	-	-	300
In kind expense	8,200	-	8,200	-	-	8,200
Allocated expenses	38,501	10,030	48,531	(52,816)	4,285	-
Total expenses	\$ 200,824	\$ 59,525	\$ 260,349	\$ -	\$ 22,387	\$ 282,736

HIV / HCV RESOURCE CENTER, INC.

STATEMENT OF CASH FLOWS

Year ended June 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 14,682
Adjustments to reconcile change in nets assets to net cash provided or (used) by operating activities:	
Accounts receivable and grants receivable	(8,273)
Prepaid and deposits	(262)
Accounts payable	(1,533)
Accrued wages	150
Payroll taxes and withholdings	11
Net cash provided or (used) by operating activities	<u>4,775</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Net cash provided or (used) by investing activities	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Net cash provided or (used) by financing activities	<u>-</u>
NET INCREASE IN CASH AND CASH EQUIVALNETS	4,775
CASH AND CASH EQUIVALENTS, BEGINNING	<u>167,915</u>
CASH AND CASH EQUIVALENTS, ENDING	<u>\$ 172,690</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION	
Cash paid during the year for interest	\$ -
Cash paid during the year for income taxes	\$ -
Non-cash transactions: In-Kind income and expense (Note 1)	\$ 8,200

HIV / HCV RESOURCE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2019

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization:

The HIV / HCV Resource Center works to support people whose lives are affected by HIV/AIDS and Hepatitis C to live fully and with dignity, while halting the spread of these diseases through education, information and understanding. The agency's three major service areas include: HIV medical case management, HIV and Hepatitis C prevention education, and HIV and Hepatitis C testing. All services are free of charge and available to residents of Grafton, Sullivan, Coos counties in New Hampshire and Windsor and Orange counties in Vermont.

The agency offers their case management clients transportation to medical and counseling appointments, nutritious food from their food bank, and financial assistance for housing, heat, utilities, food, clothing and medical needs. Educators offer risk reduction education through talks at community centers, schools and drug treatment programs. The organization's targeted testing and syringe exchange programs reach individuals at the greatest risk of acquiring HIV and Hepatitis C, and link those who have tested positive to medical care providers.

The summary of significant accounting policies of HIV / HCV Resource Center, Inc. is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of HIV / HCV Resource Center, Inc.'s management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Change in Accounting Principle:

On August 18, 2016, the FAS issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*, which is effective for this fiscal year. The Organization has adjusted the presentation of its financial statements accordingly. The new standards change the following aspects of the financial statements:

- The unrestricted net assets class has been renamed *net assets without donor restrictions*.
- The temporarily restricted and permanently restricted net assets have been renamed *net assets with donor restrictions*.
- The financial statements include a new disclosure about liquidity and availability of resources (Note 9).

HIV / HCV RESOURCE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2019

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Basis of Presentation:

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues other than contributions and expenses are reported when incurred, without regard to the date of receipt of payment of cash. Contributions are reported in accordance with FASB *ASC Accounting for Contributions Received and Contributions Made*.

Functional Allocation of Expenses:

HIV / HCV Resource Center, Inc. reports its expenses on a functional basis, showing basic program activities and support services. Expenses that can be identified with a specific program and support service are allocated directly according to their natural expenditure classification. Other expenses that are common to multiple functions are allocated by various bases.

Cash Equivalents:

All bank accounts with maturity dates of less than three months are considered cash equivalents.

Equipment and Depreciation:

Equipment is recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of equipment are recorded as unrestricted support. The Organization depreciates assets over a 5-39 year useful life using the straight-line method. Depreciation expense was \$0 for the year ended June 30, 2019.

HIV / HCV RESOURCE CENTER, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2019

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Support and Revenue:

HIV / HCV Resource Center, Inc. receives support primarily through grants from the Federal Government, the State of Vermont, and the State of New Hampshire.

Use of Estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Donated Materials and Services

It is the intent of HIV / HCV Resource Center, Inc. to record the value of donated goods and services when there is an objective basis available to measure their value. For the year ended June 30, 2019 the NH Food Bank and Willing Hands donated food in the amount of \$5,000 and the organization received driving and office help in the amount of \$3,200 for a total of \$8,200 in donated items and services.

Contributions and Net Assets

HIV/ HCV Resource Center, Inc. contributions received are recorded as with or without donor restrictions depending upon the existence or nature of donor restriction.

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions depending upon the nature of the restrictions. When the restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

HIV/ HCV Resource Center, Inc. reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

HIV / HCV RESOURCE CENTER, INC.

NOTES TO THE FINANCIAL STATEMENTS

June 30, 2019

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, such as those that the donor stipulates that resources be maintained in perpetuity.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions.

The Organization does not have any net assets with donor restrictions at June 30, 2019.

Advertising:

The Organization expenses the costs of advertising as incurred. Advertising expense was \$0 for the year ended June 30, 2019.

Income Tax Status:

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, any income from activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business taxable income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) of the Code.

Note 2. COMMITMENTS AND CONTINGENCIES

The Organization receives a substantial amount of its support from government agencies. A significant reduction in level of this support, if this were to occur, may have an effect on the Organization's programs and activities. Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. Although the return of funds is a possibility, the board of directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

HIV / HCV RESOURCE CENTER, INC.
 NOTES TO THE FINANCIAL STATEMENTS
 June 30, 2019

Note 3. PROPERTY AND EQUIPMENT

At June 30, 2019, the costs and related accumulated depreciation of property and equipment consisted of the following:

	Cost	Accumulated Depreciation	Net
Equipment	\$ 10,948	\$ 10,948	\$ -
Total 6/30/19	\$ 10,948	\$ 10,948	\$ -

Depreciation expense for the year ended June 30, 2019 was \$0.

Note 4. GRANTS RECEIVABLE

Grants receivable represent grants which the Organization will receive within one year. Due to their current nature, no allowance is deemed necessary. At year end grants receivable were the following:

NH HOPWA	\$ 1,750
NH Case Management	16,773
VT HOPWA	7,179
VT Case Management	10,829
Grafton County	2,500
VT SEP	5,621
Total Grants Receivable	\$ 44,652

Note 5. DEFERRED REVENUE

Deferred revenue is the result of cash receipts from grants, contributions and other income which has been received but not spent by year end. Revenue is recognized only to the extent that related expenses have been incurred. At year end the balance in deferred revenue was \$0.

Note 6. LEASES

HIV / HCV Resource Center, Inc. leases its office space in Lebanon, New Hampshire. The 5 year lease was signed March 23, 2016 and the lease payment was \$1,114.46 per month for the first year with a 2% yearly increase for years 2 through 5. The current lease payment is \$1,182.68 per month.

HIV / HCV RESOURCE CENTER, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2019

Note 7. SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 8, 2020, the date which the financial statements were available for issue. Management is not aware of any subsequent events which require disclosure.

Note 8. ACCOUNTING STANDARD FOR TAX BENEFITS

In accordance with ASC 740, Income taxes, the Organization must record the tax benefit associated with tax deductions taken for tax return purposes when it is more likely than not the position will not be sustained. This standard had no impact on the Organization's financial statements for the year ending June 30, 2019. The Organization does not believe there are any material uncertain tax positions and, accordingly, it has not recognized any liability for unrecognized tax benefits. For the year ended June 30, 2019, there were no interest or penalties recorded or included in the financial statement.

Note 9. LIQUIDITY

The Organization has the following financial assets available within one year of the statement of the financial position to meet cash needs for general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position.

Cash	\$ 172,690
Accounts receivable	<u>44,652</u>
Total	<u>\$ 217,342</u>

LAURA BYRNE

PROFESSIONAL EXPERIENCE:

Executive Director: HIV/HCV Resource Center (2013- present)

Responsible for program management, fundraising/development, financial management, agency administration and personnel management as well as education, networking and advocacy for this non-profit AIDS Service Organization in Lebanon, N.H.

Prevention and Education Director: HIV/HCV Resource Center (2010-present)

Responsible for implementing HIV prevention education programs and expanding and managing the agency's syringe exchange and overdose prevention programs. Programs include CDC-approved "Social Networks Testing" (incentive-based networking technique to encourage high-risk individuals to get tested for HIV), and "Healthy Relationships" (five-session workshop to help people living with HIV make decisions on issues of HIV status disclosure and safer sex practices). I also give HIV and Hepatitis C prevention talks and distribute naloxone at drug treatment facilities and community events.

Deputy Director: Village Health Works (2006-2009)

Maintained relationships with donors, coordinated the efforts of volunteers in several countries, and wrote grant proposals for a non-profit organization that built and operates a health clinic in Burundi, Africa.

Business Manager: Harp and Co. Graphic Design

Managed a small graphic design firm (2005-2009) and a commercial photography studio (2005-2007). Responsibilities included Photo Shop design, printing press production oversight, color matching, client communication and bookkeeping.

EDUCATION:

1991 Diplôme d'Etudes Françaises, Université des Sciences Humaines de Strasbourg, France
1988 M.A., Boston University, Department of Anthropology
1981 B.A., Colby College, English major and Biology minor

LANGUAGES:

French: advanced reading, writing, speaking;
Indonesian (Bahasa Indonesia): working capability

MEMBERSHIP AND AFFILIATIONS:

Board Member: Stepping Stone and Next Step Peer Support & Crisis Respite Centers
Board Member: Interplay Jazz and Arts
Finance Committee ("Money Plan-It"): Faerie Camp Destiny
Member, Vermont Department of Health Comprehensive Syringe Service Program Working Group
Member, Vermont HIV Community Advisory Group
Member, New Hampshire HIV Planning Group

Ryan C. Fowler, CRSW		
<ul style="list-style-type: none"> • Trained, certified, and dedicated recovery support worker and a person in long-term recovery from a substance use disorder • Motivated, organized, and committed to helping individuals with substance use disorders and enhancing recovery-oriented systems • Proven leader, trainer, consultant, and advocate • Dependable, dedicated, and solution-focused • Well-spoken and articulate with expansive public speaking experience • Over four years' experience working in addiction treatment and harm reduction 		
Experience		
January 2020 – Present	HIV/HCV Resource Center	Lebanon NH
Harm Reduction Coordinator <ul style="list-style-type: none"> • Operate and expand New Hampshire Syringe Services Programs in Sullivan and Grafton counties • Develop and implement Harm Reduction trainings • Empower and mobilize exchange participants to expand the reach of the program through secondary peer to peer distribution • Care coordination and referrals to treatment 		
January 2019 - November 2019	The Doorway at Granite Pathways	Manchester & Nashua NH
Naloxone Distribution / Community Engagement Specialist <ul style="list-style-type: none"> • Oversight of naloxone distribution and overdose prevention efforts for greater Manchester and Nashua • Represent Granite Pathways in the community in collaborative efforts with other providers enhancing the Hub & Spoke Model • Supervision to CRSW candidates working at the Doorway in Manchester • Train providers and community groups on harm reduction, overdose prevention, and SUD treatment. • Design and implement updated overdose prevention training and protocol • Data collection and reporting to NH DHHS 		
September 2018 to January 2019	Safe Harbor Recovery Center	Portsmouth NH
Peer Recovery Support Staff <ul style="list-style-type: none"> • Direct work with recovery center members on recovery coaching and wellness planning; one of the first CRSW's in NH to be reimbursed by Medicaid for PRSS at a recovery center • Supervision to staff and volunteer recovery coaches • Peer support and treatment referral support within Portsmouth Regional Hospital • Collaborate with providers in the Seacoast to promote engagement in the recovery process • Facilitate mutual aid groups for members at the recovery center • Provide members with cost-free ear acupuncture 		
April 2017 to September 2018	Regional Access Point Services (RAPS)	Concord NH

Recovery Specialist <ul style="list-style-type: none">● Response for 24/7 Statewide Addiction Crisis Line● Provide support, resources, and referrals to anyone who calls the RAPS Line.● In-person support in the Seacoast area● Support healthcare systems with SUD treatment referral processes.● Collaborate with providers to enhance treatment referral systems		
Education & Skills		
High School Diploma Winnacunnet High School Hampton NH Recovery Coach Academy Trainer CRSW Ethics Trainer HIV Update Training Recovery Coaching Harm Reduction Pathway Trainer	<i>Skills:</i> Leadership, management, customer service, hospitality, sales, political organizing, problem solving, critical thinking, advocacy, public speaking, training, journalism	Motivational Interviewing CRSW Supervisor Certified NH Acupuncture Detoxification Specialist Harm Reduction Trainer Overdose Prevention Trainer
References		
Available Upon Request		

HIV/HCV Resource Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ryan Fowler	NH Harm Reduction Coordinator	47,000	59% salary and 100% benefits,	\$36,932
Laura Byrne	Executive Director	65,000	0	0

s



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

DEC03'19 PM 2:41 DAS
STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

mac
17B

November 25, 2019

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 of Public Health Services, to retroactively exercise a renewal option and amend an existing agreement with HIV/HCV Resource Center, Inc. (Vendor # 166709-B001), 2 Blacksmith Street, Lebanon, New Hampshire 03766, to provide community-based harm reduction services and supports to individuals related to their opioid use or post opioid overdose and co-occurring medical diseases, by increasing the price limitation by \$96,027 from \$50,109 to \$146,136, and by extending the completion date from November 30, 2019 to November 30, 2020, effective retroactive to December 1, 2019, upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on June 19, 2019 (Item #76).

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

05-95-090-902510-70390000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Services	90703901	\$26,144	\$0	\$26,144
2020	102-500731	Contracts for Program Services	90703901	\$23,965	\$0	\$23,965
2021	102-500731	Contracts for Program Services	90703901	\$0	\$0	\$0
			Sub Total:	\$50,109	\$0	\$50,109

05-95-090-902010-50400000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, POPULATION HEALTH, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90050406	\$0	\$80,022	\$80,022
2021	102-500731	Contracts for Program Services	90050406	\$0	\$16,005	\$16,005
			Sub Total:	\$0	\$96,027	\$96,027
			Total	\$50,109	\$96,027	\$146,136

EXPLANATION

This request is **retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contract from expiring.

The purpose of this request is to have the Contractor provide community-based harm reduction services and supports to individuals related to their opioid use or post opioid overdose and co-occurring medical diseases in the areas of Claremont, neighboring towns in Sullivan County, including, but not limited to Newport, Cornish, Croydon and Charlestown.

Approximately 150 individuals will be served from date of the Governor and Executive Council approval through November 30, 2020.

The State of New Hampshire is in the midst of an opioid overdose epidemic. In 2018, New Hampshire had 471 opioid-related deaths, 2,234 EMS naloxone (Narcan) administrations, and 5,539 emergency department opioid related visits. While NH has not experienced an overall increase in HIV infections, the proportion of individuals newly diagnosed with HIV who report injection drug use as a risk factor has increased. Additionally, most individuals with new Hepatitis C infection also report a history of injection drug use. 80% of the 529 people diagnosed with new Hepatitis C infections in 2018 in NH reported a history of injecting drugs. These infections can not only be deadly, but they are expensive to treat. They are also preventable through effective harm reduction strategies.

The Contractor will utilize education to assist individuals in gaining knowledge and making informed decisions about their own health. Services will include, but are not limited to, syringe exchange, referrals to medical, mental health and substance misuse treatment social services, offering transportation to follow-up appointments to ensure linkage to substance misuse care, assisting individuals on applying for health insurance and getting into treatment, providing support during the individual's transition to medical care and ensuring that expanded services are offered.

The Contractor will provide expanded services which include, but are not limited to, written and verbal education about safe drug injection practices, reversing a drug overdose; HIV prevention, viral hepatitis, and sexually transmitted diseases testing, treatment and care services; medical and mental health treatment options, substance use disorder treatment including medical and assisted treatment and proper use of male and female condoms.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Ninety-five percent (95%) of individuals utilizing Harm Reduction Services shall utilize one (1) or more Harm Reduction Services per visit.
- A minimum of fifty percent (50%) of clients are offered referrals to social service, HIV, HCV

and STD testing, medical/mental health and MAT.

- Ninety percent (90%) of those referred are provided linkage to MAT or other SUD treatment within 30 days of referral.

The original agreement, included language in Exhibit C-1 that allows the Department to renew the contract for up to one (1) year, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) of the one(1) years at this time.

Should the Governor and Executive Council not authorize this request, individuals at highest risk for acquiring an infectious disease due to injection drug use, may not have the opportunity to access the knowledge necessary to make informed decisions about their own health, including syringe exchange. Individuals will not have the chance to be linked to the aforementioned essential services described above.

Area served: Claremont, neighboring towns in Sullivan County, including, but not limited to Newport, Cornish, Croydon and Charlestown.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention, Cooperative Agreement for New Hampshire Overdose Data to Action Program (NH OD2A) Funding Opportunity Number CE9-1904.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Based Harm Reduction Services**

This 1st Amendment to the Community Based Harm Reduction contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and HIV-HCV Resource Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 Blacksmith Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #76), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
November 30, 2020
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$146,136.
3. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
4. Add Exhibit B-4, Budget Form, Amendment #1.

New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services



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

11/5/19
Date

[Signature]
Name: Lisa Morris
Title: Director

HIV/HCV Resource Center, Inc.

10/31/2019
Date

[Signature]
Name:
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Crafton on October 31st, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Wendi Jewell
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/1/24

New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 11/5/19

Name: *C. Pinos*
Title: CATHERINE PINOS
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: _____



Scope of Services

1. Limitation on Use of Funds

1.1. This section identifies all items that cannot be funded through this contract.

1.1.1. The Contractor shall not use the federal funding provided by this program for the research or purchase of items that include, but are not limited to:

1.1.1.1. Naloxone/Narcan, syringes, fentanyl test strips, harm reduction kits, furniture or equipment.

1.1.1.2. HIV/HCV/other STD/STI testing.

1.1.1.3. Drug disposal including but not limited to:

1.1.1.3.1. Implementing or expanding drug disposal programs or drug take back programs;

1.1.1.3.2. Drug drop box; or

1.1.1.3.3. Drug disposal bags.

1.1.1.4. The provision of medical/clinical care.

1.1.1.5. Wastewater analysis, including but not limited to:

1.1.1.5.1. Testing vendors;

1.1.1.5.2. Sewage testing; and

1.1.1.5.3. Wastewater testing.

1.1.1.6. Research.

1.1.1.7. Direct funding or expanding the provision of substance abuse treatment.

1.1.1.8. Development of educational materials on safe injection.

1.1.1.9. The prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity. However, activities related to ACEs are allowable if they pertain to establishing linkage to care, or to providing training to public safety and first responders on trauma-informed care.

1.1.1.10. Public safety activities that do not include clear



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overlap/collaboration with public health partner and objectives.

2. Provisions Applicable to All Services

- 2.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 2.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 2.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after November 30, 2020, and the Department shall not be liable for any payments for services provided after November 30, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 2.4. For the purposes of this Agreement, the Department has identified the Contractor as a Sub-recipient in accordance with 2 CFR 200.0. et seq.
- 2.5. The Contractor shall post its address, phone numbers, program contact information and, if appropriate, hours of operation and services offered on its Internet website.
- 2.6. The Contractor shall ensure services are available to individuals in their service areas of Claremont, New Hampshire and neighboring New Hampshire Sullivan County towns, including but not limited to Newport, Cornish, Croydon and Charlestown.

3. Scope of Services

- 3.1. The Contractor shall both implement and provide for the ongoing management of harm reduction services in their identified service areas listed in sub-section 2.6 including the following:
 - 3.1.1. Promote sterile drug injection; excluding items listed under 1.1
 - 3.1.2. Promote the reduction of infectious disease transmission through injection drug use; excluding items listed under 1.1.
 - 3.1.3. Provide syringe disposal services.
 - 3.1.4. Provide male and female condoms to reduce the risk of sexual transmission of viral hepatitis, HIV and other STDs (based on availability, condoms may be supplied to any SSP, at no cost, through IDPICSS condom distribution

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10/31/19



New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services

Exhibit A Amendment #1 LB

- program).
- 3.1.5. Post their addresses, phone numbers, program contact information and, if appropriate, hours of operation and services offered on its Internet website.
 - 3.2. The Contractor shall collaborate with community partners to navigate resources that address social determinants of health with individuals with various needs.
 - 3.3. The Contractor shall utilize a harm reduction approach, to assist individuals in gaining knowledge and making informed decisions about their own health. This shall include written and verbal education about the following topics:
 - 3.3.1. Safer drug injection practices (excluding the development of educational materials on safe injection practices);
 - 3.3.2. Reversing a drug overdose;
 - 3.3.3. HIV prevention, testing, treatment and care services;
 - 3.3.4. Viral Hepatitis prevention, testing, treatment and care services;
 - 3.3.5. Medical and mental health treatment options;
 - 3.3.6. Substance use disorder treatment (including medication assisted treatment); and
 - 3.3.7. Proper use of male and female condoms.
 - 3.4. The Contractor shall provide referral and navigation services for individuals including:
 - 3.4.1. Testing for HIV, viral hepatitis and STDs.
 - 3.4.2. Medical care and/or treatment for hepatitis C virus (HCV), STDs and HIV.
 - 3.4.3. Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (PEP) for HIV.
 - 3.4.4. Prevention of mother to child HIV transmission.
 - 3.4.5. Partner services for STDs and HIV.
 - 3.4.6. Medical and mental health care.
 - 3.4.7. Referral to Hepatitis A Virus (HAV) and Hepatitis B Virus (HBV) vaccination services.
 - 3.5. The Contractor must provide referral, navigation and linkage within thirty (30) days of referral services, as appropriate, including:
 - 3.5.1. Substance Use Disorder (SUD) Treatment, Including Medication Assisted



Treatment (MAT).

3.6.

The Contractor shall educate people living with HIV on HIV Partner Services that are free and confidential and can assist them with navigating the process of informing current and past partners about their HIV status. The Contractor shall ensure:

- 3.6.1. Individuals have the option to choose to ask a specialist to speak directly with their partners;
- 3.6.2. Confidentiality of individuals' identifying information and ensuring identifying information is not shared with individuals' identified partners.
- 3.6.3. Information about services, including:
 - 3.6.3.1. Working with individuals, especially those who are newly diagnosed, encouraging them to utilize Partner Services;
 - 3.6.3.2. Encouraging individuals to persuade their peers to visit the program in person; and
 - 3.6.3.3. Encouraging individuals to utilize other relevant community resources.

3.7. The Contractor shall conduct outreach services, including through social media, which shall include:

- 3.7.1. Providing communication services, including but not limited to the use of social media technologies, as well as outreach activities designed to raise awareness about and increase the utilization of SSPs.
- 3.7.2. Transmitting information through social networks targeting individuals who may be in need of services;
- 3.7.3. Creating information cards for individuals to use as a method of providing discreet messaging with people they can trust. The Contractor shall ensure the information card includes, but is not limited to:
 - 3.7.3.1. Program description;
 - 3.7.3.2. Hours of operation;
 - 3.7.3.3. Location of services; and
 - 3.7.3.4. Program contact information.
 - 3.7.3.5. Advertising program services on bulletin boards located throughout the town;
 - 3.7.3.6. Providing content regarding program services the Contractor's Facebook page and its website that includes



New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services

Exhibit A, Amendment #1 LB

- locations of services and hours of operation;
- 3.7.3.7. Utilizing paid targeted advertisements on social media platforms that include but are not limited to Facebook to educate community partners program services;
- 3.8. The Contractor shall coordinate with community-based services in order to reduce infectious disease transmission and addiction to injected drugs.
- 3.9. The Contractor shall work with harm reduction clients directly to identify their needs and assist them with accessing medical and social services which shall include, but not be limited to:
- 3.9.1. Substance misuse treatment;
 - 3.9.2. STD (sexually transmitted disease) testing;
 - 3.9.3. Hepatitis C follow up;
 - 3.9.4. Mental health counseling; and
 - 3.9.5. Housing.
- 3.10. The Contractor shall ensure program services include a Harm Reduction Coordinator who:
- 3.10.1. Accompanies individuals to follow up appointments, if desired, in order to ensure linkage to Substance Use Disorder (SUD) Treatment, including Medication Assisted Treatment (MAT).
- 3.10.2. Works closely with individuals to assist them with applying for health insurance and getting into treatment;
 - 3.10.3. Maintains current records of all trainings for staff regarding program services;
 - 3.10.4. Works with communities within the Contractor's service areas to promote harm reduction strategies, and overdose prevention and to help ensure successful referrals to linkage to substance misuse, mental health and medical care; and
 - 3.10.5. Trains and supervises volunteer staff in areas that include:
 - 3.10.5.1. Overdose prevention;
 - 3.10.5.2. Infection control procedures;
 - 3.10.5.3. Standard universal precautions;
 - 3.10.5.4. TB screening;
 - 3.10.5.5. Sexual health; and
 - 3.10.5.6. Opiate addiction overview, including relapse and

HIV/MCV Resource Center, Inc.

RFP-2019-DPHS-20-COMMU-01

Exhibit A,
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Contractor Initials

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Date

10/31/19



New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services

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relapse prevention.

3.11. The Contractor shall ensure policies and procedures are implemented and followed on a day-to-day basis for individual follow-up for HIV/HCV Testing, including:

- 3.11.1. Collaborating with Partner Services when results of a test are positive;
- 3.11.2. Encouraging individuals who test positive for HIV to make use of confidential Partner Services; and
- 3.11.3. Connecting individuals directly with a specialist from the Division of Public Health Services in order to help locate their sex and drug-sharing partners for follow up.

3.12. The Contractor shall ensure the Program Coordinator reviews results of HIV and HCV screening tests to ensure linkage to follow up testing and care.

3.13. The Contractor shall enroll any newly diagnosed individual with HIV, who are eligible, for HIV case management services and provide the following:

- 3.13.1. Provide support during the individual's transition to medical care;
- 3.13.2. Assist individuals with problems that may arise, which may include, but are not limited to:
 - 3.13.2.1. Maintaining communication with the individual;
 - 3.13.2.2. Offering transportation to medical appointments; and
 - 3.13.2.3. Assisting individuals with navigation through the insurance system.

3.14. The Contractor shall offer a variety of in-house services which include, but are not limited to:

- 3.14.1. Utilizing a case manager, who is a Certified Application Counselor, to assist individuals with applying for health insurance; and
- 3.14.2. Utilizing a case manager, who is a Licensed Alcohol and Drug Counselor, to offer counseling to selected individuals.

4. Reporting

4.1. The Contractor shall comply with State of New Hampshire infectious disease reporting in accordance with Administrative Rules He-P 301.

4.2. The Contractor shall submit quarterly reports, in a format provided by the Department, that include, but are not limited to:

- 4.2.1. A brief summary of activities to date;
- 4.2.2. Number of participants in the program, which shall include, but not be



limited to:

- 4.2.2.1. Number of unduplicated participants in the program,;
- 4.2.2.2. Number of repeat users of the program, when possible,;
- 4.2.2.3. Number of syringes dispensed and disposed of;
- 4.2.2.4. Number of individuals to whom referral and navigation services has been provided, itemized by service type; for services identified in Section # 3.4
- 4.2.2.5. Number of individuals to whom education has been provided, itemized by topic; for services identified in Section # 3.3
- 4.2.2.6. Number of condoms dispensed;
- 4.2.2.7. Number of referrals to MAT or other substance misuse treatment;
- 4.2.2.8. Number of individuals referred to MAT or other substance misuse treatment who were successfully linked within thirty (30) days of referral;

4.3. The Contractor shall complete quarterly Registered NH Syringe Service Program reports to the Department on April 30th, July 31st, October 31st and January 31st. In the event a due date falls on a non-working day, quarterly reports will be submitted on the working day preceding the due date.

4.4. The Contractor shall review all reports for completeness and adherence to reporting protocols to ensure quality of data.

4.5. The Contractor shall demonstrate, through adequate maintenance of records, and provide to the Department on request, a report detailing that the items identified in Section 1 have not been purchased with these federal funds.

5. Performance Measures

5.1. The Contractor's successful performance shall be measured using SMART milestones, which include:

5.1.1. Ninety-five percent (95%) of individuals utilizing Harm Reduction Services shall utilize one (1) or more Harm Reduction Services per visit.

5.1.1.1. Numerator: Total number of unduplicated clients who utilize a single Harm Reduction Service per visit.

5.1.1.2. Denominator: Total number of unduplicated clients who utilize one of more Harm Reduction Services per visit.

5.1.2. A minimum of fifty percent (50%) of clients are offered referrals to social service, HIV/HCV Resource Center, Inc.



HIV, HCV and STD testing, medical/mental health and MAT.

5.1.2.1. Numerator: Total number of unduplicated clients who receive a referral to social service, HIV, HCV and STD testing, medical/mental health and MAT.

5.1.2.2. Denominator: Total number of unduplicated clients utilizing the SSP.

5.1.3. Ninety percent (90%) of those referred are provided linkage to MAT or other SUD treatment within 30 days of referral.

5.1.3.1. Numerator: Total number of unduplicated clients who are referred to MAT or other SUD treatment.

5.1.3.2. Denominator: Total number of unduplicated clients who are confirmed to be linked to MAT or other SUD treatment within 30 days of referral.

6. Deliverables

6.1. The Contractor shall create an evaluation plan that consists of all measures to be tracked and revisit this plan on a quarterly basis making improvements as necessary and staying regularly engaged with evaluation.

6.2. The Contractor shall provide a work plan to the Department, with timeline for the project, within thirty (30) days of the contract effective date.

Amendment #1 ^{LS}

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

Customer Name: NEMOY Resource Center
Budget Request No: RFP-2019-0948-20-0200044
Budget Period: 12/1/2019 - 11/30/2020

Line Item	Fiscal Year 2019			Fiscal Year 2020			Fiscal Year 2021		
	Request	Actual	YTD	Request	Actual	YTD	Request	Actual	YTD
1.0000	10000	10000	10000	10000	10000	10000	10000	10000	10000
2.0000	20000	20000	20000	20000	20000	20000	20000	20000	20000
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49.0000	490000	490000	490000	490000	490000	490000	490000	490000	490000
50.0000	500000	500000	500000	500000	500000	500000	500000	500000	500000
TOTAL	5700000	5700000	5700000	5700000	5700000	5700000	5700000	5700000	5700000

Laura B...

LS
on 11/5/19

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

88 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-8597

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

May 6, 2019

Via email Laura Byrne <laura@h2rc.org>

HIV/HCV Resource Center, Inc.
2 Blacksmith Street
Lebanon, NH 03766

Re: HIV/HCV Resource Center, Inc.
Registration #3696

Dear Sir/Madam:

This will confirm that the above-referenced organization is registered with the New Hampshire Attorney General and is currently up-to-date in all its filing requirements. The next annual report is due to be filed on or before May 15, 2019.

Very truly yours,

A handwritten signature in black ink, appearing to read "TJ Donovan", is written over a faint circular stamp.

Thomas J. Donovan
Director of Charitable Trusts
(603) 271-3591
tom.donovan@doj.nh.gov

TJD:ab

<http://doj.nh.gov/charitable-trusts/>

Telephone 603-271-8658 • FAX 603-271-3110 • TDD Access: Relay NH 1-800-785-2964

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 31, 2019

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 of Public Health Services, to enter into an agreement with HIV/HCV Resource Center, Inc. (Vendor # 166709-B001), 2 Blacksmith Street, Lebanon, New Hampshire 03766, to provide community-based harm reduction services and supports to individuals who are in crisis related to their opioid use or post opioid overdose and co-occurring medical diseases, in an amount not to exceed \$50,109, effective upon Governor and Executive Council approval, through November 30, 2019. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust budget line items within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-95-090-902510-70390000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class/Account	Class Title	Activity/Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	90703901	\$26,144
2020	102-500731	Contracts for Prog Svc	90703901	\$23,965
			Total	\$50,109

EXPLANATION

The purpose of this request is to have the Contractor provide community-based harm reduction services and supports to individuals who are in crisis related to their opioid use or post opioid overdose and co-occurring medical diseases in the areas of Claremont, neighboring towns in Sullivan County, including, but not limited to Newport, Cornish, Croydon and Charlestown.

Approximately 40 to 50 individuals will be served from date of the Governor and Executive Council approval through November 30, 2019.

The State of New Hampshire is in the midst of an opioid overdose epidemic. In 2018, New Hampshire had 397 opioid-related deaths, and 6,684 emergency department opioid related visits, of which 2,774 were emergency naloxone (Narcan) administrations. New Hampshire is ranked as having the third highest overdose rate, in the country, at 39 individuals per 100,000 population. Providing harm reduction services to people with substance use disorder supports a statewide effort to decrease negative health outcomes, including the spread of infectious disease, related to substance misuse.

The Contractor will utilize education in their program to assist individuals in gaining knowledge and making informed decisions about their own health. Services will include, but are not limited to, referrals to medical, mental health and substance misuse treatment social services, offering transportation to follow-up appointments to ensure linkage to care, assisting individuals on applying for health insurance and getting into treatment, providing support during the individual's transition to medical care and ensuring that expanded services are offered.

The Contractor will provide expanded services which include, but are not limited to, written and verbal education about safe drug injection practices, reversing a drug overdose; HIV prevention, viral hepatitis, and sexually transmitted diseases testing, treatment and care services; medical and mental health treatment options, substance use disorder treatment including medical and assisted treatment and proper use of male and female condoms.

The Contractor will provide referral activities to enhance the integration of community-based services to reduce infectious disease transmission and reduce injected drug use, including services for the prevention of mother-to-child infectious disease transmission, Hepatitis A and B vaccine, ensuring the mother is receiving prenatal medical care, working with pregnant clients who are not in medical care to help dismantle barriers to receiving care.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Ninety-five percent (95%) of newly identified HIV positive individuals will be inked to medical care within thirty (30) days of receiving a positive test result;
- Ninety-five (95%) of newly identified HCV antibody positive individuals who do not receive a Ribonucleic Acid (RNA) test at the time of antibody-screening, shall have a documented referral to medical care, at that time;
- Ninety-five percent (95%) of individuals utilizing Harm Reduction Services shall utilize one (1) or more Harm Reduction Services per visit;
- The contractor shall offer referrals to social service, HIV, HCV and STD testing, medical/mental health and medication-assisted treatment referrals for fifty percent (50%) of their individuals and confirm linkage.

HIV/HCV Resource Center, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from October 24, 2018 through November 16, 2018. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program-specific knowledge. The Summary Score Sheet is attached.

As referenced in the Exhibit C-1, of this contract, the Department has the option to extend contract services for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, individuals at highest risk for acquiring an infectious disease due to injection drug use, may not have the opportunity to access the knowledge necessary to make informed decisions about their own health. Individuals will not have the chance to be linked to the aforementioned essential services described above.

Area served: Claremont, neighboring towns in Sullivan County, including, but not limited to Newport, Cornish, Croydon and Charlestown.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Funding Opportunity Number: CDC-RFA-TP18-1802. Catalog of Federal Domestic Assistance Number (CFDA) 93.354.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

**COMMUNITY BASED HARM
REDUCTION SERVICES**

RFP Name

RFP-2019-DPHS-20-COMMU

RFP Number

Reviewer Names

Bidder Name

1. HIV/HCV Resource Center
2. Southern NH AIDS/HIV Task Force

Pass/Fail	Maximum Points	Actual Points
	490	422
	490	353

1. Lindsay Pierce, Bureau Chief,
Infectious Disease Prevntn,
Investign & Care Servs
2. Elen,Chese-Lucerd
Administrator
3. Rachel Kusch Infectious Disease
Care Coordinator
4. Karen Hammond
Administrator III
5. Melissa Richards
Program Specialist IV

Subject: Community Based Harm Reduction Services, RFP-2019-DPHS-20-COMMU-01

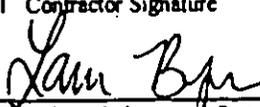
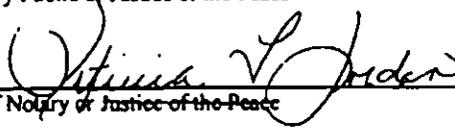
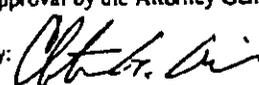
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name HIV/HCV Resource Center, Inc.		1.4 Contractor Address 2 Blacksmith Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-8887	1.6 Account Number 05-095-090-902510-7093-102-500731	1.7 Completion Date November 30, 2019	1.8 Price Limitation \$50,109
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Laura Byrne, Executive Director	
1.13 Acknowledgement State of <u>NH</u> , County of <u>Grafton</u> On <u>5/9/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> PATRICIA L. JORDAN ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires January 13, 2021 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>5/29/19</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Limitation on Use of Funds

- 1.1. This section identifies all items that cannot be funded through this contract.
- 1.1.1. The Contractor shall not use the federal funding provided by this program for the research or purchase of items that include, but are not limited to:
- 1.1.1.1. Research, publicity, lobbying and/or propaganda;
 - 1.1.1.2. Sterile needles;
 - 1.1.1.3. Syringes, cookers, tourniquets and/or any other drug preparation equipment for the purposes of hypodermic injection of any illegal drug;
 - 1.1.1.4. Sharps containers;
 - 1.1.1.5. Treatment medication;
 - 1.1.1.6. Naloxone;
 - 1.1.1.7. Clinical care;
 - 1.1.1.8. Diagnostic testing, including rapid test kits, strips or specimen testing for disease, including:
 - 1.1.1.8.1. Fentanyl test strips;
 - 1.1.1.8.2. Human Immunodeficiency (HIV);
 - 1.1.1.8.3. Hepatitis B Virus (HBV);
 - 1.1.1.8.4. Hepatitis C Virus (HCV); and
 - 1.1.1.8.5. Sexually Transmitted Diseases (STDs).
 - 1.1.1.9. Drug disposal, including:
 - 1.1.1.9.1. Disposal programs;
 - 1.1.1.9.2. Drop boxes;
 - 1.1.1.9.3. Bags or other devices; and
 - 1.1.1.9.4. Take-back events.



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2. Provisions Applicable to All Services

- 2.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 2.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 2.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 2.4. For the purposes of this Agreement, the Department has identified the Contractor as a Sub-recipient in accordance with 2 CFR 200.0. et seq.
- 2.5. The Contractor shall post its address, phone numbers, program contact information and, if appropriate, hours of operation and services offered on its Internet website.
- 2.6. The Contractor shall ensure services are available to individuals in their service areas of Claremont, New Hampshire and neighboring New Hampshire Sullivan County towns, including but not limited to Newport, Cornish, Croydon and Charlestown.

3. Scope of Services

- 3.1. The Contractor shall both implement and provide for the ongoing management of harm reduction services in their identified service areas listed in sub-section 2.6.
- 3.2. The Contractor shall implement and provide ongoing management of a Harm Reduction Program by:
 - 3.2.1. Ensuring the program is adequately staffed and staff are well trained on



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- topics which shall include, but are not limited to:
- 3.2.1.1. Overdose prevention;
 - 3.2.1.2. Universal precautions;
 - 3.2.1.3. Mandated reporting; and
 - 3.2.1.4. Other harm reduction topics.
- 3.3. The Contractor shall provide a variety of harm reduction services that include, but are not limited to:
- 3.3.1. Distribution of male and female condoms to reduce the risk of sexual transmission of viral hepatitis, HIV or other STDs;
 - 3.3.2. Distribution of naloxone, not purchased with funds from this contract, to reverse opioid overdoses;
 - 3.3.3. Harm Reduction Education; and
 - 3.3.4. Referrals to medical, mental health and substance misuse treatment social services.
- 3.4. The Contractor shall collaborate with community partners to navigate resources that address social determinants of health with individuals with various needs.
- 3.5. The Contractor shall utilize education in their harm reduction program, to assist individuals in gaining knowledge and making informed decisions about their own health. This shall include written and verbal education about the following topics:
- 3.5.1. Safe drug injection practices;
 - 3.5.2. Reversing a drug overdose;
 - 3.5.3. HIV prevention, testing, treatment and care services;
 - 3.5.4. Viral Hepatitis testing, treatment and care services;
 - 3.5.5. STD testing, treatment and care services;
 - 3.5.6. Medical and mental health treatment options;
 - 3.5.7. Substance use disorder treatment including medical and assisted treatment; and
 - 3.5.8. The proper use of male and female condoms.
- 3.6. The Contractor shall provide navigation services for individuals including, but



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not limited to:

- 3.6.1. Medical care for hepatitis C virus (HCV) and HIV;
 - 3.6.2. STD and TB testing, treatment and care;
 - 3.6.3. HIV Pre-Exposure Prophylaxis (PrEP) and HIV Post-Exposure Prophylaxis (PEP);
 - 3.6.4. Prevention of mother to child transmission;
 - 3.6.5. Partner services;
 - 3.6.6. Substance Use Disorder (SUD) Treatment;
 - 3.6.7. Medical and mental health care; and
 - 3.6.8. Referral to Hepatitis A and B vaccines.
- 3.7. The Contractor shall educate people living with HIV on HIV Partner Services that are free and confidential and can assist them with navigating the process of informing current and past partners about their HIV status. The Contractor shall ensure:
- 3.7.1. Individuals have the option to choose to ask a specialist to speak directly with their partners;
 - 3.7.2. Confidentiality of individuals' identifying information and ensuring identifying information is not shared with individuals' identified partners.
 - 3.7.3. Information about services, includes but is not limited to:
 - 3.7.3.1. Working with individuals, especially those who are newly diagnosed, encouraging them to utilize Partner Services;
 - 3.7.3.2. Encouraging individuals to persuade their peers to visit the program in person; and
 - 3.7.3.3. Encouraging individuals to utilize other relevant community resources.
- 3.8. The Contractor shall have well-established referral networks and offer a seamless linkage to care for individuals who test positive for HIV.
- 3.9. The Contractor shall help individuals access the NH treatment locator and other NH specific resources that can guide individuals to recovery and treatment for mental health and substance misuse. The Contractor shall:
- 3.9.1. Place calls on behalf of individuals to schedule appointments, if requested, and facilitate their entry into assessment, treatment, or recovery opportunities.
 - 3.9.2. Discuss and provide printed copies of the Good Samaritan laws in both



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- VT and NH that protect individuals from being arrested for drug possession when they call 911 in the event of an overdose.
- 3.9.3. Strongly encourage all individuals to call for help on their own.
- 3.10. The Contractor shall conduct outreach services, including through social media, which may include but are not limited to:
- 3.10.1. Transmitting information through social networks targeting individuals who may be in need of services;
 - 3.10.2. Creating information cards for individuals to use as a method of providing discreet messaging with people they can trust. The Contractor shall ensure the information card includes, but is not limited to:
 - 3.10.2.1. Program description;
 - 3.10.2.2. Hours of operation;
 - 3.10.2.3. Location of services; and
 - 3.10.2.4. Program contact information.
 - 3.10.3. Advertising program services on bulletin boards located throughout the town;
 - 3.10.4. Providing content regarding program services the Contractor's Facebook page and its website that includes locations of services and hours of operation;
 - 3.10.5. Utilizing paid targeted advertisements on social media platforms that include but are not limited to Facebook, to educate community partners program services;
- 3.11. The Contractor shall coordinate with community-based services in order to reduce infectious disease transmission and addiction to injected drugs.
- 3.11.1. Works with harm reduction clients directly to identify their needs and assist them with accessing medical and social services which shall include, but not be limited to:
 - 3.11.2. Substance misuse treatment;
 - 3.11.3. STD (sexually transmitted disease) testing;
 - 3.11.4. Hepatitis C follow up;
 - 3.11.5. Mental health counseling; and
 - 3.11.6. Housing.
- 3.12. The Contractor shall ensure program services include a Harm Reduction



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Coordinator who:

- 3.12.1. Accompanies individuals to follow up appointments, if desired, in order to ensure linkage to care;
- 3.12.2. Works closely with individuals to assist them with applying for health insurance and getting into treatment;
- 3.12.3. Maintains current records of all trainings for staff regarding program services;
- 3.12.4. Works with communities within the Contractor's service areas to promote harm reduction strategies, and overdose prevention and to help ensure successful referrals to linkage to substance misuse, mental health and medical care; and
- 3.12.5. Trains and supervises volunteer staff in areas that include, but are not limited to:
 - 3.12.5.1. Overdose prevention;
 - 3.12.5.2. Infection control procedures;
 - 3.12.5.3. Standard universal precautions;
 - 3.12.5.4. TB screening;
 - 3.12.5.5. Sexual health; and
 - 3.12.5.6. Opiate addiction overview, including relapse and relapse prevention.
- 3.13. The Contractor shall ensure policies and procedures are implemented and followed on a day-to-day basis for individual follow-up for HIV/HCV Testing, including, but not limited to:
 - 3.13.1. Collaborating with Partner Services when results of a test are positive;
 - 3.13.2. Encouraging individuals who test positive for HIV to make use of confidential Partner Services; and
 - 3.13.3. Connecting individuals directly with a specialist from the Division of Public Health Services in order to help locate their sex and drug sharing partners for follow up.
- 3.14. The Contractor shall ensure the Program Coordinator reviews results of HIV and HCV screening tests to ensure linkage to follow up testing and care.
- 3.15. The Contractor shall enroll any newly diagnosed individual with HIV, who are



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eligible, for HIV case management services.

3.16. The Contractor shall:

- 3.16.1. Provide support during the individual's transition to medical care;
- 3.16.2. Assist individuals with problems that may arise, which may include, but are not limited to:
 - 3.16.2.1. Maintaining communication with the individual;
 - 3.16.2.2. Offering transportation to medical appointments; and
 - 3.16.2.3. Assisting individuals with navigation through the insurance system.

3.17. The Contractor shall ensure that Expanded Services are offered, which include, but are not limited to:

- 3.17.1. Education and counseling aimed to reduce sexual, injection and/or overdose risks;
- 3.17.2. Providing condoms in an effort to reduce the risk of sexual transmission of viral hepatitis, HIV and/or other STDs;
- 3.17.3. Participating in referral activities, within their area of service to enhance the integration of community-based services to reduce infectious disease transmission and reduce injected drug use, which shall include, but not be limited to:
 - 3.17.3.1. Referral and linkage to treatment and care services for the prevention of mother-to-child infectious disease transmission which shall include, but not be limited to:
 - 3.17.3.1.1. Referral on site to a location that can provide Hepatitis A and B vaccines;
 - 3.17.3.1.2. Ensure the mother is receiving prenatal medical care;
 - 3.17.3.1.3. Work with pregnant clients who are not in medical care to help dismantle barriers to receiving care, whether these are insurance, transportation, fear, or any other barrier;
 - 3.17.3.1.4. Offer HIV antibody testing, not purchased through this contract, to pregnant clients who are not receiving prenatal care; and



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- 3.17.3.1.5. Assist client with obtaining immediate medical care should the test result be positive for HIV.
- 3.17.3.2. Referral and linkage to treatment and care services for partner services;
- 3.17.3.3. Referral, linkage to, and the provision of, substance use disorder treatment, including, but not limited to:
- 3.17.3.4. Obtaining medication; and
- 3.17.3.5. Assisted treatment for substance use disorders, which combine drug therapy with counseling and behavioral therapy.
 - 3.17.3.5.1. Referrals to medical care;
 - 3.17.3.5.2. Referrals to mental health services; and
 - 3.17.3.5.3. Referrals to other support services.
- 3.18. The Contractor shall immediately refer pregnant women to medication-assisted treatment programs and other support programs, as appropriate.
- 3.19. The Contractor shall offer a variety of in-house services which include, but are not limited to:
 - 3.19.1. Utilizing a case manager, who is a Certified Application Counselor, to assist individuals with applying for health insurance; and
 - 3.19.2. Utilizing a case manager, who is a Licensed Alcohol and Drug Counselor, to offer counseling to selected individuals.

4. Reporting

- 4.1. The Contractor shall comply with State of New Hampshire infectious disease reporting in accordance with Administrative Rules He-P 301.
- 4.2. The Contractor shall submit quarterly reports that include, but are not limited to:
 - 4.2.1. A brief summary of activities to date;
 - 4.2.2. Number of participants in the program, which shall include, but not be limited to:
 - 4.2.2.1. Number of repeat users of the program, when possible;
 - 4.2.2.2. Number of individuals to whom education has been provided,



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for services which shall include, but not be limited to:

- 4.2.2.2.1. Safe drug injection practices;
 - 4.2.2.2.2. Reversing a drug overdose;
 - 4.2.2.2.3. HIV prevention, testing, treatment and care services;
 - 4.2.2.2.4. Viral Hepatitis testing, treatment and care services;
 - 4.2.2.2.5. STD testing, treatment and care services;
 - 4.2.2.2.6. Medical and mental health treatment options;
 - 4.2.2.2.7. Substance use disorder treatment, including medical and assisted treatment; and
 - 4.2.2.2.8. The proper use of male and female condoms.
- 4.2.2.3. Number of condoms dispensed;
 - 4.2.2.4. Number of referrals to substance misuse treatment, including, but not limited to:
 - 4.2.2.4.1. Medication; and,
 - 4.2.2.4.2. Assisted treatment for substance use disorders, which combine drug therapy with counseling and behavioral therapy.
 - 4.2.2.5. Number of HIV tests provided, and results; and
 - 4.2.2.6. Number of HCV tests provided, and results.

- 4.3. The Contractor shall demonstrate, through adequate maintenance of records, and provide to the Department on request, a report detailing that the items identified in Section 1 have not been purchased with these federal funds.

5. Performance Measures

- 5.1. The Contractor's successful performance shall be measured using SMART milestones, which include:
 - 5.1.1. Ninety-five percent (95%) of newly identified HIV positive individuals will be linked to medical care within thirty (30) days of receiving a positive



New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services

Exhibit A

test result;

- 5.1.2. Ninety-five percent (95%) of newly identified HCV antibody positive individuals who do not receive a Ribonucleic acid (RNA) test at the time of antibody-screening, shall have a documented referral to medical care, at that time;
- 5.1.3. Ninety-five percent (95%) of individuals utilizing Harm Reduction Services shall utilize one (1) or more Harm Reduction Services per visit; and
- 5.1.4. The Contractor shall offer referrals to social service, HIV, HCV and STD testing, medical/mental health and medication-assisted treatment referrals for fifty percent (50%) of their individuals and confirm linkage.

6. Deliverables

- 6.1. The Contractor shall create an evaluation plan that consists of all measures to be tracked and revisit this plan on a quarterly basis making improvements as necessary and staying regularly engaged with evaluation.
- 6.2. The Contractor shall provide a work plan to the Department, with timeline for the project, within thirty (30) days of the contract effective date.



New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from Centers for Disease Control, Office of Public Health Preparedness and Response, Public Health Emergency Response, Cooperative Agreement for Emergency Response: Public Health Crisis Response. Funding Opportunity Number, CDC-RFA-TP18-1802. CFDA #93.354, Federal Award Identification Number (FAIN) U90TP921963.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Payment for said services shall be made monthly as follows:
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1 Budget and Exhibit B-2 Budget.
 - 5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 5.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
6. The Contractor understands that the use of federal funding from this contract cannot be used for research or purchase of items that include:
 - 6.1. Research, publicity, lobbying and/or propaganda;
 - 6.2. Sterile needles;



New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services

Exhibit B

- 6.3. Syringes, cookers, tourniquets and/or any other drug preparation equipment for the purposes of hypodermic injection of any illegal drug;
- 6.4. Sharps containers;
- 6.5. Treatment medication;
- 6.6. Naloxone;
- 6.7. Clinical care;
- 6.8. Diagnostic testing, including rapid test kits, strips, or specimen testing for disease, including:
 - 6.8.1. Fentanyl test strips;
 - 6.8.2. Human Immunodeficiency (HIV);
 - 6.8.3. Hepatitis B Virus (HBV);
 - 6.8.4. Hepatitis C Virus (HCV); and
 - 6.8.5. Sexually Transmitted Diseases (STDs).
- 6.9. Drug disposal, including:
 - 6.9.1. Disposal programs;
 - 6.9.2. Drop boxes;
 - 6.9.3. Bags or other devices; and
 - 6.9.4. Take back events.
7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator, Karen Hammond
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.



**New Hampshire Department of Health and Human Services
Community Based Harm Reduction Services**

Exhibit B

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHS. Everything else will automatically populate.
 Contractor Name: **MPHCIV Research Center, Inc.**
 Budget Request for: **Community Based Home Rehabilitation Services**
 Job ID: **2019-0146-20-000001**
 Budget Period: **5/1/2019**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	17,500.00	-	17,500.00	875.00	-	875.00	16,625.00	-	16,625.00
2. Employee Benefits	4,380.00	-	4,380.00	219.00	-	219.00	4,161.00	-	4,161.00
3. Commissions	0.00	-	0.00	-	-	-	0.00	-	0.00
4. Equipment	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
6. Travel	171.00	-	171.00	85.50	-	85.50	85.50	-	85.50
7. Occupancy	1,025.00	-	1,025.00	512.50	-	512.50	512.50	-	512.50
8. Current Expenses	-	-	-	-	-	-	-	-	-
9. Other	328.00	-	328.00	164.00	-	164.00	164.00	-	164.00
10. Software	800.00	-	800.00	400.00	-	400.00	400.00	-	400.00
11. Staff Education and Training	800.00	-	800.00	400.00	-	400.00	400.00	-	400.00
12. Subcontract Management	0.00	-	0.00	-	-	-	0.00	-	0.00
13. Other (SSP, supplies, travel incentives)	3,450.00	-	3,450.00	1,725.00	-	1,725.00	1,725.00	-	1,725.00
TOTAL	32,716.00	-	32,716.00	6,871.40	-	6,871.40	25,844.60	-	25,844.60

Contract Value: **LB**
 Date: **5/19/19**

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.
 Contractor name: **HRHCY Resource Center, Inc.**
 Budget Request for: **Community Based Harm Reduction Services**
 APP#HS-DPH-30-000001
 Budget Period: **SPY 2020 (July 1, 2019 - November 30, 2019)**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 18,850.00	\$ 1,863.00	\$ 20,713.00	\$ 832.50	\$ 83.75	\$ 916.25	\$ 13,917.60	\$ 1,391.73	\$ 15,309.25
2. Employee Benefits	\$ 1,850.00	\$ 185.00	\$ 2,035.00	\$ 82.50	\$ 8.25	\$ 90.75	\$ 3,487.00	\$ 348.70	\$ 3,835.70
3. Consultants	\$ 0.50	\$ 0.03	\$ 0.53	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.05	\$ 0.55
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 100.00	\$ 10.00	\$ 110.00	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 143.00	\$ 14.30	\$ 157.30	\$ 71.50	\$ 7.15	\$ 78.65	\$ 71.50	\$ 7.15	\$ 78.65
6. Travel	\$ 1,300.00	\$ 130.00	\$ 1,430.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ 130.00	\$ 1,430.00
7. Occupancy	\$ 913.00	\$ 91.30	\$ 1,004.30	\$ 456.50	\$ 45.65	\$ 502.15	\$ 456.50	\$ 45.65	\$ 502.15
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electronic	\$ 27.40	\$ 2.74	\$ 30.14	\$ 13.70	\$ 1.37	\$ 15.07	\$ 13.70	\$ 1.37	\$ 15.07
Postage	\$ 70.00	\$ 7.00	\$ 77.00	\$ 35.00	\$ 3.50	\$ 38.50	\$ 35.00	\$ 3.50	\$ 38.50
Subscriptions	\$ 0.50	\$ 0.05	\$ 0.55	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.05	\$ 0.55
Audit and Legal	\$ 0.50	\$ 0.05	\$ 0.55	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.05	\$ 0.55
Insurance	\$ 91.80	\$ 9.18	\$ 1,009.80	\$ 91.80	\$ 9.18	\$ 1,009.80	\$ 100.00	\$ 10.00	\$ 110.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 73.00	\$ 7.30	\$ 80.30	\$ -	\$ -	\$ -	\$ 73.00	\$ 7.30	\$ 80.30
10. Marketing/Communications	\$ 300.00	\$ 30.00	\$ 330.00	\$ 80.00	\$ 8.00	\$ 88.00	\$ 250.00	\$ 25.00	\$ 275.00
11. Staff Education and Training	\$ 73.00	\$ 7.30	\$ 80.30	\$ -	\$ -	\$ -	\$ 73.00	\$ 7.30	\$ 80.30
12. Subcontracts/Agreements	\$ 0.50	\$ 0.05	\$ 0.55	\$ -	\$ -	\$ -	\$ 0.50	\$ 0.05	\$ 0.55
13. Other (SSP supplies, testing incentives)	\$ 2,875.00	\$ 287.50	\$ 3,162.50	\$ 2,800.00	\$ 280.00	\$ 3,080.00	\$ 375.00	\$ 37.50	\$ 412.50
TOTAL	\$ 29,844.00	\$ 2,884.60	\$ 32,728.60	\$ 8,899.00	\$ 889.90	\$ 9,788.90	\$ 21,785.80	\$ 2,178.68	\$ 23,964.48

Indirect As A Percent of Direct 10.0%

10.0%

Contractor Name: **LR**
 Date: **5/9/19**



SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials LB



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

20. Contract Definitions:

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



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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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

Date

LB
SK/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

5/9/19
Date

Laura Byrne
Name: LAURA BYRNE
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/9/19
Date

Laurel Byron
Name: LAUREL BYRON
Title: EXECUTIVE DIRECTOR



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

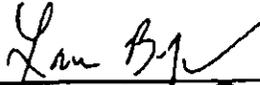
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/9/19
Date


Name: Laura Byrne
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

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

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

Exhibit G

Contractor Initials

LS

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Date

5/19/19

Laura Byrne

Name: *Laura Byrne*
Title: *Executive Director*

Exhibit G

Contractor Initials

LB

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

Date

5/19/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/9/19
Date

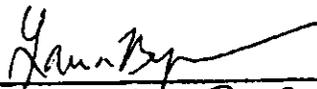

Name: Laura Byrne
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials LB

Date 5/5/15



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **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 to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials LB

Date 5/1/19



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

5/28/19
Date

HIV/HCV Resource Center
Name of the Contractor

[Signature]
Signature of Authorized Representative

Loren Byrne
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/9/19
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

5/19/19
Date

Laura Byrne
Name: LAURA BYRNE
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 86321805
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: <u>Linda Byrne</u>	Amount: <u>~62K</u>
Name: <u>n/a</u>	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

LB

5/9/19

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

LB

5/5/19