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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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December 3, 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 for Behavioral Health, to **Retroactively** amend existing contracts with the vendors listed below to continue providing Workforce Readiness and Vocational Training Programs for individuals with Opioid Use Disorder, by exercising renewal options by increasing the total price limitation by \$204,962 from \$333,974.48 to \$538,936.48 and by extending the completion dates from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Greater Tilton Area Family Resource Center, Tilton/NH	297434-R001	Greater Tilton Area	\$138,740	\$88,323	\$227,063	O: 08/14/19, Item #10
Granite Pathways, Concord/NH	228900-B001	Statewide	\$195,234.48	\$116,639	\$311,873.48	O: 09/18/19, Item #19
Total:			\$333,974.48	\$204,962	\$538,936.48	

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.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding, the efforts to add the state appropriations were deferred.

The purpose of this request is to continue to provide vocational training supports and workforce readiness programs for individuals with Opioid Use Disorders who are in treatment and recovery settings and who are seeking to join and/or re-join the workforce. Employment has long been recognized as a critical element in the recovery process, providing people with hope and opportunity to move forward in the recovery process determined by principles of self-determination.

Approximately 100 individuals will be served from September 29, 2020 to September 29, 2021.

This vendors will continue integrating workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The vendors will link the individual to appropriate vocational trainings with the provision of training stipends and other resources to aid the individual on the path to employment. Vocational training may include, but is not limited to, assistance with resume writing, completing job applications, and improving interviewing skills.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the Regional Doorways. The State Opioid Response grant requires that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, six (6) months after intake, and upon discharge. Through collaborative agreements with the vendors under these contracts, the Regional Doorways gather data on client-related outcomes including; recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. The data collected enables the Department to measure short and long-term outcomes associated with State Opioid Response-funded initiatives and to determine which programs are generating the best results for the clients served.

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

- The Contractors will ensure ninety percent (90%) of individuals complete provided training programs.
- The Contractors will ensure seventy-five percent (75%) of Individuals gain employment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2. Renewal of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in recovery and meaningfully participate in their communities.

Area served: Statewide.

Source of Funds: CFDA #93.788, FAIN #TI081685 and FAIN #TI083326.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS:
BEHAVIORAL HEALTH DIV OF BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID
RESPONSE GRANT
100% Federal Funds CFDA #93.788 FAIN H79TI081685 and H79TI083326

Greater Tilton Area Family Resource Center, Tilton/NH

Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102/500731	Contracts for Program Services	92057040	\$110,992	(\$40,911)	\$70,081
2021	102/500731	Contracts for Program Services	92057040	\$27,748	\$0	\$27,748
2021	102/500731	Contracts for Program Services	92057046	\$0	\$29,234	\$29,234
2021	102/500731	Contracts for Program Services	92057048	\$0	\$66,667	\$66,667
2022	102/500731	Contracts for Program Services	92057048	\$0	\$33,333	\$33,333
Sub Total				\$138,740	\$88,323	\$227,063

Granite Pathways, Concord/NH

Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102/500731	Contracts for Program Services	92057040	\$149,896	(\$77,213)	\$72,683
2021	102/500731	Contracts for Program Services	92057040	\$45,338	\$0	\$45,338
2021	102/500731	Contracts for Program Services	92057046	\$0	\$43,852	\$43,852
2021	102/500731	Contracts for Program Services	92057048	\$0	\$100,000	\$100,000
2022	102/500731	Contracts for Program Services	92057048	\$0	\$50,000	\$50,000
Sub Total				\$195,234	\$116,639	\$311,873

Overall Total	\$333,974	\$204,962	\$538,936
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**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Workforce Readiness and Vocational Training Programs for Individuals
with OUD Contract**

This 1st Amendment to the Workforce Readiness and Vocational Training Programs for Individuals with OUD 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 Greater Tilton Area Family Resource Center, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 5 Prospect St, Tilton, NH 03276.

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions/Exceptions to Standard Contract Language, Paragraph 2. Renewal, 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:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$227,063.
3. Modify Exhibit A, Scope of Services, Section 3. Reporting, by adding Subsection 3.2. to read:
 - 3.2. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or Substance Abuse and Mental Health Services Administration (SAMHSA).
4. Modify Exhibit A, Scope of Services, Section 4. Performance Measures, by adding Subsection 4.4. to read:
 - 4.4. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
5. Modify Exhibit A Scope of Services, Section 5. State Opioid Response (SOR) Grant Standards, to read:
 5. State Opioid Response (SOR) Grant Standards
 - 5.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:
 - 5.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.



**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

- 5.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
- 5.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 5.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 5.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 5.5. The Contractor and/or referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements.
- 5.6. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage and will have staff trained in Presumptive Eligibility for Medicaid.
- 5.7. The Contractor and/or referred providers shall accept clients on Medicaid Assisted Treatment (MAT) and facilitate access to MAT on-site or through referral for all clients supported with SOR grant funds, as clinically appropriate.
- 5.8. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 5.9. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 5.10. The Contractor shall collaborate with the Department to understand and comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration SAMHSA, and other Federal terms, conditions, and requirement.
- 5.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
- 5.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
- 5.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
- 5.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
- 5.11.4. Attestations will be provided to the Contractor by the Department.
- 5.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 5.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
- 5.12.1. Invoicing;



**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

5.12.2. Funding restrictions; and

5.12.3. Billing.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit B-1 by reducing the total budget amount by \$40,911, of which \$29,234 is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit B-3 Amendment #1 NCE and for SFY21 (January 1, 2021 through June 30, 2021) in the amount of \$11,677, as specified in Exhibit B-4 Amendment #1 SOR II.
8. Add Exhibit B-3 Amendment #1 NCE, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-5 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective September 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

12/4/2020

Date

DocuSigned by:
Katja Fox

Name: Katja Fox
Title: Director

Greater Tilton Area Family Resource Center

12/4/2020

Date

DocuSigned by:
Michelle Lennon

Name: Michelle Lennon
Title: Executive Director



**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

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

OFFICE OF THE ATTORNEY GENERAL

12/11/2020

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:

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

Methods and Conditions Precedent to Payment

1. This Agreement is funded by:
 - 1.1. 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 through Exhibit B-5 Amendment #1 SOR II.
4. The Contractor shall seek payment for services, as follows:
 - 4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 4.2. Second, the Contractor shall charge Medicare.
 - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
 - 4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

- 5.1. Backup documentation includes, but is not limited to:
 - 5.1.1. General Ledger showing revenue and expenses for the contract.
 - 5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.
 - 5.1.3. Invoices supporting expenses reported.
 - 5.1.3.1. Unallowable expenses include, but are not limited to:
 - 5.1.3.1.1. Amounts belonging to other programs.
 - 5.1.3.1.2. Amounts prior to effective date of contract.
 - 5.1.3.1.3. Construction or renovation expenses.
 - 5.1.3.1.4. Food or water for employees.
 - 5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.
 - 5.1.3.1.6. Fines, fees, or penalties.
 - 5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.
 - 5.1.3.1.8. Cell phones and cell phone minutes for clients.
 - 5.1.4. Receipts for expenses within the applicable state fiscal year.
 - 5.1.5. Cost center reports.
 - 5.1.6. Profit and loss report.

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

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- 5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
 6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
 7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
 8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
 9. 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.
 10. 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.
 11. The Contractor must provide the services in Exhibit A-Amendment #3, Scope of Services, in compliance with funding requirements.
 12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.
 13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
 14. Audits

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

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- 14.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit B-3 Amendment #1 NCE

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

Contractor Name: Greater Tilton Area Family Resource Center

Budget Request for: Workforce Readiness & Vocational Training Programs for Individuals with OUD
RFP: 2019-BDAS-12-WORKF-02

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

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	\$ 6,021.67	\$ -	\$ 6,021.67	\$ -	\$ -	\$ -	\$ 6,021.67	\$ -	\$ 6,021.67
2. Employee Benefits	\$ 541.95	\$ -	\$ 541.95	\$ -	\$ -	\$ -	\$ 541.95	\$ -	\$ 541.95
3. Consultants	\$ 180.74	\$ -	\$ 180.74	\$ -	\$ -	\$ -	\$ 180.74	\$ -	\$ 180.74
4. Equipment:	\$ 572.66	\$ -	\$ 572.66	\$ -	\$ -	\$ -	\$ 572.66	\$ -	\$ 572.66
5. Supplies:	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
7. Occupancy	\$ 1,506.67	\$ -	\$ 1,506.67	\$ -	\$ -	\$ -	\$ 1,506.67	\$ -	\$ 1,506.67
8. Current Expenses	\$ 4,830.31	\$ -	\$ 4,830.31	\$ -	\$ -	\$ -	\$ 4,830.31	\$ -	\$ 4,830.31
9. Software	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Participant Needs	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Strategic Planning	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 29,234.00	\$ -	\$ 29,234.00	\$ -	\$ -	\$ -	\$ 29,234.00	\$ -	\$ 29,234.00

Indirect As A Percent of Direct

0

Exhibit B-4 Amendment #1 SOR II

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

Contractor Name: Greater Tilton Area Family Resource Center

Budget Request for: Workforce Readiness & Vocational Training Programs for Individuals with OUD

RFP-2019-BDAS-12-WORKF-02

Budget Period: SFY21 01/01/21-06/30/21 (SORII)

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	\$ 36,130.00	\$ -	\$ 36,130.00	\$ -	\$ -	\$ -	\$ 36,130.00	\$ -	\$ 36,130.00
2. Employee Benefits	\$ 3,251.70	\$ -	\$ 3,251.70	\$ -	\$ -	\$ -	\$ 3,251.70	\$ -	\$ 3,251.70
3. Consultants	\$ 6,884.30	\$ -	\$ 6,884.30	\$ -	\$ -	\$ -	\$ 6,884.30	\$ -	\$ 6,884.30
4. Equipment:	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Participant Needs	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Strategic Planning	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
TOTAL	\$ 66,666.00	\$ -	\$ 66,666.00	\$ -	\$ -	\$ -	\$ 66,666.00	\$ -	\$ 66,666.00

Indirect As A Percent of Direct

0.0%

Exhibit B-5 Amendment #1 SOR II

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

Contractor Name: Greater Tilton Area Family Resource Center

Budget Request for: Workforce Readiness & Vocational Training Programs for Individuals with OUD

RFP-2019-BDAS-12-WORKF-02

Budget Period: SFY21 07/01/21-09/29/21 (SORII)

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	\$ 18,065.00	\$ -	\$ 18,065.00	\$ -	\$ -	\$ -	\$ 18,065.00	\$ -	\$ 18,065.00
2. Employee Benefits	\$ 1,625.85	\$ -	\$ 1,625.85	\$ -	\$ -	\$ -	\$ 1,625.85	\$ -	\$ 1,625.85
3. Consultants	\$ 2,942.15	\$ -	\$ 2,942.15	\$ -	\$ -	\$ -	\$ 2,942.15	\$ -	\$ 2,942.15
4. Equipment:	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
5. Supplies:	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
7. Occupancy	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Participant Needs	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Strategic Planning	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 33,333.00	\$ -	\$ 33,333.00	\$ -	\$ -	\$ -	\$ 33,333.00	\$ -	\$ 33,333.00

Indirect As A Percent of Direct

0.0%

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

Business ID: 733566

Certificate Number: 0004925130



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Brad C. Davis

hereby certify that

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Greater Tilton Area Family Resource Center
(Corporation/LLC Name) GTA-FRC

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Nov 17 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

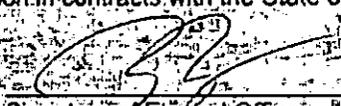
VOTED: That Michelle Lomas & Cindy Cook (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of GTA-FRC (Name of Corporation/LLC) to enter into contracts or agreements with the State

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

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

Dated: 11/17/20



Signature of Elected Officer
Name: Brad Davis
Title: Secretary



GREATIL-01

LCOONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2020

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 A W Frost Agency, Inc. 354 Central Street Franklin, NH 03235	CONTACT NAME: PHONE (A/C, No, Ext): (603) 934-3319	FAX (A/C, No): (603) 934-7227
	E-MAIL ADDRESS:	
INSURED Greater Tilton Area Family Resource Center 5 Prospect St Tilton, NH 03276	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Mount Vernon Fire Insurance	
	INSURER B : Progressive Insurance Group	
	INSURER C : Wesco Insurance Company	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC # 24252

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP2567856B	2/1/2020	2/1/2021	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 \$ 2,000,000
							PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			00943918-2	7/24/2020	1/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3461912	4/2/2020	4/2/2021	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers			NPP2567856B	2/1/2020	2/1/2021	per claim \$ 1,000,000

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Lori A. Cooney</i>

**GREATER TILTON AREA FAMILY RESOURCE CENTER
AUDITED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018**

CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT FINANCIAL STATEMENTS	1 - 2
 FINANCIAL STATEMENTS:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows.....	5
Notes to Financial Statements	6 - 9
 SCHEDULES	
Statement of Functional Expenses	10

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Greater Tilton Area Family Resource Center
Tilton, NH 03276

We have audited the accompanying financial statements of Greater Tilton Area Family Resource Center (a nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statement of activities 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.

Auditors' 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 require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes 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 the above present fairly, in all material respects, the financial position of Greater Tilton Area Family Resource Center as of December 31, 2018, 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.

Other Matter

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

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, N. H. 03104
January 29, 2019

GREATER TILTON AREA FAMILY RESOURCE CENTER

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2018

ASSETS

Current Assets	
Cash and cash equivalents	\$ 45,541
Accounts receivable program	25,672
Prepaid expenses	<u>3,957</u>
Total Current Assets	75,170
Property and Equipment	
Office Equipment	6,082
Leasehold Improvements	3,499
Furniture and Fixtures	<u>2,634</u>
Total Property and Equipment	12,215
Less Accumulated Depreciation	<u>1,299</u>
Net Property and Equipment	<u>10,916</u>
TOTAL ASSETS	<u>\$ 86,086</u>

LIABILITIES AND NET ASSETS

Current Liabilities	
Accrued payroll and related expenses	<u>7,522</u>
Total Current Liabilities	7,522
Net Assets	
Without Donor Restrictions	78,564
With Donor Restrictions	<u>-</u>
Total Net Assets	<u>78,564</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 86,086</u>

(See accompanying notes to these financial statements)

GREATER TILTON AREA FAMILY RESOURCE CENTER
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2018

Operating Revenue		
Net program service fees	\$	277,214
Contributions		16,826
Other operating revenue		<u>32,287</u>
Total Operating Revenue		<u>326,327</u>
Expenses		
Peer Recovery Support		150,420
Family Support and Parent Education		48,784
Forever Hope Training Center		17,443
General and Administrative		<u>42,223</u>
Total Expenses		<u>258,870</u>
OPERATING (LOSS) INCOME		<u>67,457</u>
Change in Net Assets Without Donor Restrictions		67,457
Net assets at beginning of year		<u>11,107</u>
NET ASSETS AT END OF YEAR	\$	<u><u>78,564</u></u>

(See accompanying notes to these financial statements)

GREATER TILTON AREA FAMILY RESOURCE CENTER

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2018

Cash Flows From Operating Activities	
Change in net assets without donor restrictions	\$ 67,457
(Increase) decrease in the following assets:	
Accounts receivable program	(17,660)
Prepaid expenses	(3,957)
Increase (decrease) in the following liabilities:	
Accounts payable	(3,500)
Accrued payroll and related expenses	<u>5,473</u>
Net Cash (Used) Provided By Operating Activities	<u>47,813</u>
Cash Flows From Investing Activities	
Purchase of capital assets	<u>(12,215)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	35,598
Cash and Cash Equivalents, Beginning of Year	<u>9,943</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 45,541</u>
Supplemental Disclosures of Cash Flow Information:	
Cash expended for interest	<u>\$ -</u>

(See accompanying notes to these financial statements)

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018

NOTE 1 – NATURE OF ORGANIZATION

Greater Tilton Area Family Resource Center is a non-profit, 501(c)(3) community based organization with the purpose to strengthen and empower individuals, families, and the greater Tilton area community by promoting health, well-being, and self-sufficiency through positive relationships, support, collaboration, and education.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Greater Tilton Area Family Resource Center is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Greater Tilton Area Family Resource Center's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Greater Tilton Area Family Resource Center have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Update (ASU) No. 2016-14, "Presentation of Financial Statements of Not-for-Profit Entities". Under ASU 2016-14, Greater Tilton Area Family Resource Center is required to report information regarding its financial position and activities according to two classes of net assets: assets without donor restrictions and assets with donor restrictions. Assets without donor restrictions were \$78,564 at December 31, 2018. There were no assets with donor restrictions at December 31, 2018.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restriction if the restriction expires within the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED December 31, 2018

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restriction.

Contributed property, equipment and supplies are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed asset must be used are recorded as net assets with donor restrictions, otherwise, the contributions are recorded as net assets without donor restrictions.

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

Cash equivalents – For purposes of the statement of cash flows, Greater Tilton Area Family Resource Center considers all short-term investments with an original maturity of three months or less to be cash equivalents. At December 31, 2018 there were no cash equivalents.

Allowance for doubtful accounts – Greater Tilton Area Resource Center considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more –likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2018.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – COMPENSATED ABSENCES

Employees of Greater Tilton Area Family Resource Center did not have a paid personal days policy in effect at December 31, 2018, therefore no expense was accrued. An earned benefit time policy was implemented on January 1, 2019. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 4 – MAJOR GRANTORS

A Substantial portion of Greater Tilton Area Family Resource Center's revenue comes from a flow through grant from the Department of Health and Human Services of the State of New Hampshire through Harbor Homes. For the year ended December 31, 2018 revenue from the contract was approximately 63% of total revenue.

GREATER TILTON AREA FAMILY RESOURCE CENTER
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2018.

NOTE 5 AVAILABILITY AND LIQUIDITY

The following represents Greater Tilton Area Family Resource Center's financial assets at December 31, 2018:

Financial assets at year end:	
Cash and cash equivalents	\$45,541
Accounts receivable program	<u>25,672</u>
Total financial assets	71,213
 Less amounts not available to be used within one year	 —
 Financial assets available to meet general expenditures over the next twelve months	 <u>\$71,213</u>

Greater Tilton Area Family Resource Center's goal is generally to maintain financial assets to meet 90 days of operational expenses (approximately \$65,000).

NOTE 6 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through January 29, 2019, the date which the financial statements were available to be issued.

GREATER TILTON AREA FAMILY RESOURCE CENTER
 STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED DECEMBER 31, 2018

	<u>Peer Recovery Support</u>	<u>Family Support and Parent Education</u>	<u>Forever Hope Training Center</u>	<u>Total Program Expenses</u>	<u>General & Administrative</u>	<u>Total</u>
Personnel	\$82,020	\$28,744	\$ -	\$ 110,764	\$13,125	\$123,889
Occupancy	30,243	300	-	30,543	9,592	40,135
Contract Labor	5,404	3,145	6,996	15,545	5,242	20,787
Travel	12,670	284	1,016	13,970	-	13,970
Program Supplies	2,396	4,632	5,028	12,056	1,791	13,847
Payroll taxes	6,702	2,418	-	9,120	1,003	10,123
Communications	3,797	2,172	32	6,001	2,109	8,110
Insurance	1,284	-	-	1,284	6,321	7,605
Training	1,160	647	4,276	6,083	-	6,083
Depreciation	342	603	46	991	308	1,299
Professional fees	210	767	-	977	83	1,060
Other Expenses	4,192	5,072	49	9,313	2,649	11,962
	<u>\$150,420</u>	<u>\$48,784</u>	<u>\$17,443</u>	<u>\$216,647</u>	<u>\$42,223</u>	<u>\$258,870</u>

See Independent Auditors' Report and Notes to Financial Statements

GTAFC Board of Directors 2020

	Affiliation	Office	Year elected	Term#
Donna Toomey	Navigator Outreach Coordinator	President	2015	2016-2017 2018-2019 2020 2021
Lisa Tremblay	RN	Vice-President	2018	2018-2019 2020-2021 2022-2023
Brad Davis	Attorney	Secretary	2018	2018-2019 2020-2021 2022-2023
Cynthia Cook	Health First Triage Nurse	Treasurer	2015	2016-2017 2018-2019 2020 2021
Pat Tucker	LADC		2016	2017-2018 2019-2020 2020-2021
Scott A. Burns	Franklin School Board		2015	2016-2017 2018-2019 2020 2021
Nancy Nemcovich	LADC		2018	2018-2019 2020-2021 2021-2022
Nicole Robbins	Housing Specialist		2018	2018-2019 2020-2021 2022-2023

DARRYL LENNON

Trainer for Forever Hope Training Center
a Training Program of the Greater Tilton Area Family Resource Center

EXPERIENCE

CONSTRUCTION UNTIL 2009 ACCIDENT
2012 TEEN CHALLENGE STUDENT
2013 BECAME STAFF GREATER TILTON AREA FAMILY RESOURCE CENTER

RECOVERY SUPPORT STAFF, TEEN CHALLENGE
Supervision, Support to participants

2015 VOUNTEER
2018 STAFF GREATER TILTON AREA FAMILY RESOURCE CENTER

RECOVERY COACH/TRAINER, GREATER TILTON AREA FAMILY RESOURCE CENTER
Recovery Coach, Telephone Recovery Support Supervisor/Manager, Trainer of Recovery Coach Academy, Recovery Basics
Certified Facilitator-Sober Parenting Journey, Positive Solutions for Families, Parent Cafes
Speaker/Advocacy
Accu-detox trained

EDUCATION

CCAR Recovery Coach Academy & Train the Trainers
Parent Café Training Institute
Accudetox practitioner training
Connect Suicide Prevention
Trends in HIV/AIDS
Trauma Informed Care for the Homeless
Trauma Informed Care
Addiction in My Family
Strengthening Families
School for Addiction Studies-Multiple topics
Recovery Coaching a Harm Reduction Pathway TOT by the authors
Standards of Quality for Family Strengthening and Support
Strengthening Families Framework

SKILLS

- Microsoft Office Suite
- Recover Data Platform Credentialed
- Excellent at resource Coordination
- Employment for individuals with OUD specialist support

ACTIVITIES

- Multiple speaking engagements and television appearances with New Futures Advocacy Organization, the Partnership for Public Health
- Public speaking for multiple events, including Overdose Vigils, panel discussions, outreach events, and youth prevention/educational events
- Maintaining long term stable recovery in current pathway
- Sharing of story of recovery as an inspiration to others
- Excellent at taking direction and initiative, completing tasks as assigned, and working effectively as part of a team that includes community stakeholders
- Articulate, and good communication skills



PROFILE

In response to the opioid epidemic in her community, and with a passion for working with families, Michelle and her community opened the Greater Tilton Area Family Resource Center in 2015. She is currently the Executive Director. The GTAARC has become a model for supporting individuals affected by substance use in the context of their family and within their community. Michelle is a certified Parent Educator in Nurturing Skills, Parent as Teachers, and Active Parenting and is a Certified Trainer for the Connecticut Community for Addiction Recovery's Recovery Coach Academy and Recovery Basics for Parents. Michelle is active in numerous community and state advisory boards and is Pastor of the Northfield-Tilton Congregational Church.

CONTACT

MICHELLE J. (BLAIS BETTS) LENNON

EDUCATION

Evangelical Theological Seminary
Currently Enrolled
Doctor of Biblical Counseling

MA Ministry 2015

University of Massachusetts Dartmouth
BA History, Minor-Women's Studies 1992

WORK EXPERIENCE

Greater Tilton Area Family Resource Center
2015-present
Founder and Executive Director

Forever Hope Training Center – Greater Tilton Area Family Resource Center
2017-present
National trainer in numerous topics

Northfield-Tilton Congregational Church
2014-present

Northfield-Tilton Congregational Church
2014-present

Family Resource Center of Central NH – Laconia, NH
2012-2015
Family Support Specialist/Parent Educator

RECENT AWARDS

2019-Parent Information Center Family Engagement Recognition
2018-Parent for Public Health for Outstanding Contribution in the Field of Substance Misuse Prevention
2018-New Futures Kids Count Award
2016,2018 – Franklin Savings Bank Community Advancement Award

Objective:

Seeking position that allows me to work independently and collaboratively with community partners for person (s) with complex needs towards rehabilitation addressing the social determinants of health and promoting education around mental health and substance use

Education:

Laconia High School – Graduate 1983

Course requirements for CRSW: 2018- Current, next scheduled course Sept 7, 2019

Employer sponsored workshops include: Medical terminology, Biology, Chemistry, Phlebotomy, HIV Trends and Treatment, CERT, Stop the bleed, Suicide Prevention(GateKeeper)

Experience:

11/04/2013 – Present; HealthFirst Family Care Center, Laconia, NH

Medical Records Coordinator

- Process Medical Records Releases
- Track In-Coming and Out-going Medical Records
- Daily scanning and docu-tracking of lab, imaging, hospital reports, new patient records, etc.
- Initiating conversation with providers and follow up with high needs patients regarding their medical records from hospital admissions and appointments in the community to increase collaboration and increased support if appropriate

2010 - 2016- Christmas Island Restaurant, Laconia, NH

Owner/Operator

- Restored profitability to Christmas Island Restaurant
- Manages restaurant operations in terms of staffing, scheduling and payroll
- Negotiates terms with vendors/suppliers
- Ensures provisions of services in terms of order accuracy and time management
- Manages inventory, stocks and supplies while addressing customer complaints and queries
- Trained and supervised various positions, accommodating as necessary for success of restaurant

2006 - 2010 -Metrocast, Belmont, NH

Customer Service Representative

- Worked with CSG, RIO and BBX Software
- Software programs used to trouble shoot and maintain customer profiles
- Net2phone – Order entry for digital phone
- Created a training program for new employees

Skills:

- 20+ years working with the public- Experience in Management- Excellent Communication skills
- Ability to Multitask in Time Efficient Manner- HIPPA Compliant-
- Ability to work Independently and with Team- Crisis Intervention- Knowledgeable about Community Needs/ Resources- Ability to use/create various therapeutic techniques to engage members in the community towards treatment-
- Responsible for facilitating appropriate protocol to satisfy grant requirements- Interacts with varied population of clients; i.e. socioeconomic, gender, mental health patients, substance abuse patients and various ethnicities-
- Created Prison Program for Belknap County House of Corrections- Assists inmates in signing up for health insurance-
- Homeless Outreach Worker-Provides food, clothing and information to homeless community-
- Act as point of first contact for homeless to direct to community resources- Provides education to community around mental illness and stigma

References available upon request:

Susan Fabiano

Summary of Qualifications:

- Self-Motivated, able to set priorities to achieve immediate and long-term goals and meet operational deadlines.
- Proven interpersonal skills, cooperative team player, yet equally effective, motivated, and hard working independently.

Employment Experience:

2002-2019

Practice Manager/Concord Hospital

- Established positive relationships with Providers.
- Mentor and support development of other practice leaders.
- Recruit, retain and develop staff and manage performance.
- Monitor annual department productivity, quality, fiscal goals and staffing.
- Responsible for customer relations and customer service initiatives.
- Support departmental and organizational change.
- Ensure compliance with State, Local, Federal regulatory requirements.

2000-2002

Office Manager/Account Representative/GIG Physician Services

- Manage day-to-day operations in support of clients to include input of data, daily claims submission, accounting, and report generation. Includes the management of employees.
- Establish timeframes and expectations in the implementation of new business. Set up client data base and establish appropriate work functions to meet client needs and contractual terms.
- Generate reporting on a daily and monthly basis. Meet with clients to review reports and accounts receivable.
- Act as a liaison between GIG PS and Client Office Managers and/or Physicians.
- Provide feedback to client regarding updates in billing procedures and requirements.

1993-2000

Provider Relations Representative/Healthsource, NH/CIGNA HealthCare of NH

- Act as an external liaison between Healthsource/Cigna and provider network for representation of CIGNA policy, procedure, and philosophy.
- Prepared and presented educational overview for audiences ranging in size from one to three hundred.
- Serviced assigned territory that consisted of Primary Care Physicians, Specialists and Hospitals.
- Met with top 20% of physician practices, both primary and specialty, at least twice yearly.
- Reviewed and educated assigned territory on clinical efficiency reporting, incentive programs and disease management recommendations.
- Maintained all follow up standards for all verbal, written and face to face interactions.

Awards & Acknowledgements:

- STAR Award, 2005, Concord Hospital
- Quality Achievement Award, 2000, CIGNA HealthCare of NH
- Circle of Excellence Award, 2000, CIGNA HealthCare of NH
- Circle of Excellence Award, 1999, CIGNA HealthCare of NH
- Award of Excellence, 1989, Chubb Life/America
- Extraordinary Customer Relations – Skills and Strategies, 1996

Objective:

Seeking position that allows me to work independently and collaboratively with community partners for person (s) with complex needs towards rehabilitation addressing the social determinants of health and promoting education around mental health and substance use

Education:

Laconia High School - Graduate 1983

Course requirements for CRSW: 2018- Current, next scheduled course Sept 7, 2019

Employer sponsored workshops include: Medical terminology, Biology, Chemistry, Phlebotomy, HIV Trends and Treatment, CERT, Stop the bleed, Suicide Prevention(GateKeeper)

Experience:

11/04/2013 - Present; HealthFirst Family Care Center, Laconia, NH

Medical Records Coordinator

- Process Medical Records Releases
- Track In-Coming and Out-going Medical Records
- Daily scanning and docu-tracking of lab, imaging, hospital reports, new patient records, etc.
- Initiating conversation with providers and follow up with high needs patients regarding their medical records from hospital admissions and appointments in the community to increase collaboration and increased support if appropriate

2010 - 2016- Christmas Island Restaurant, Laconia, NH

Owner/Operator

- Restored profitability to Christmas Island Restaurant
- Manages restaurant operations in terms of staffing, scheduling and payroll
- Negotiates terms with vendors/suppliers
- Ensures provisions of services in terms of order accuracy and time management
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- Homeless Outreach Worker-Provides food, clothing and information to homeless community-
- Act as point of first contact for homeless to direct to community resources- Provides education to community around mental illness and stigma

References available upon request:

Organization: Greater Tilton Area Resource Recovery Center

Funder: Workforce Grant FY21 10/1/2020 – 9/30/2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from This Contract
Lennon, Darryl	TRSS Manager	\$43,680.00	50.000%	\$21,840.00
Hanley, Wendy	Employment Specialist	\$41,600.00	100.000%	\$41,600.00
Lennon, Michelle	Executive Director	\$57,000.00	10.000%	\$5,700.00
Fabiano, Susan	Workforce Specialist	\$31,200.00	10.000%	\$3,120.00
				\$72,260.00



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

July 23, 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 For Behavioral Health, to enter into agreement with Greater Tilton Area Family Resource Center (Vendor # 297434-R001), 5 Prospect St Tilton, NH 03276, in an amount not to exceed \$138,740, to provide Workforce Readiness and Vocational Training Programs for Individuals with Opioid Use Disorder, effective upon date of Governor and Council approval, through September 29, 2020, . 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Greater Tilton Area Family Resource Center	297434-R001	5 Prospect St. Tilton, NH 03276	\$138,740
		Total:	\$138,740

Funds to support this request are anticipated to be available in the following account for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92057040	\$110,992
2021	102-500731	Contracts for Prog Svc	92057040	\$27,748
			Total:	\$138,740

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

EXPLANATION

The purpose of this request is for the design and implementation of vocational training supports and workforce readiness programs for individuals with Opioid Use Disorders in treatment and recovery settings who are seeking to join and/or re-join the workforce. Employment has long been recognized as a critical element in the recovery process, providing people with hope and opportunity to move forward in the recovery process that is determined by principles of self-determination.

This request represents one (1) of two (2) anticipated contracts to provide vocational training supports and workforce readiness programs. The Department anticipates awarding one (1) more contract at the next available Governor and Executive Council meeting, upon receipt of the fully executed contract documents.

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant opportunity. New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. These critical funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs that have shown promise in helping individuals battling an opioid misuse issue and stem the tide of the addiction epidemic in NH. In 2017, NH had 488 opioid-related deaths, 2,774 emergency naloxone (Narcan) administrations, and 6,684 emergency department opioid related visits. NH is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 population. The scope of work was developed, in part, through a public comment forum which identified gaps in the system aimed at workforce training opportunities for individuals with OUD. The services provided through these funds should leverage resources and facilitate connections with the multiple workforce initiatives for individuals with SUD/OUD that have emerged over the past two years, including the Governor's Recovery Friendly Workplace Program and the Department of Labor National Health Emergency Demonstration grant for individuals in recovery, provided under the Workforce Innovation and Opportunity Act of 2014.

This agreement will require the vendor to integrate workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The vendor will link the individual to appropriate vocational trainings with the provision of training stipends and other resources to aid the individual on the path to employment. Vocational training may include, but is not limited to assistance with resume writing, job applications, and improving interviewing skills.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the Regional Hubs that were approved by Governor and Executive Council at the October 31, 2018 meeting. The SOR grant requires that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, six (6) months and upon discharge. Through collaborative agreements with the vendor under this contract, the Regional Hubs will be responsible for gathering data on client-related outcomes including; recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

Approximately one hundred (100) individuals will be served from Governor and Executive Council approval through September 29, 2020.

This vendor was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from November 15, 2018 through December 13, 2018. In addition, a notice was sent by email to a wide variety of stakeholders and potential vendors. The Department received four (4) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a

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

Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in recovery and meaningfully participate in their communities.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. State Opioid Response Grant, (CFDA #93.788, FAIN T1081685)

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



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

**Workforce Readiness and Vocational Training
Programs for Individuals with Opioid Use
Disorder**

RFP-2019-BDAS-12-WORKF

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Greater Tilton Area Family Resource Center
2. Headrest, Inc.
3. Granite Pathways, Inc.
4. Family Resource Center at Gorham

Pass/Fail	Maximum Points	Actual Points
	750	659
	750	515
	750	583
	750	443

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

FORM NUMBER P-37 (version 5/8/15)

Subject: Workforce Readiness & Vocational Training Programs for Individuals with OUD/RFP-2019-BDAS-12-WORKE-02

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

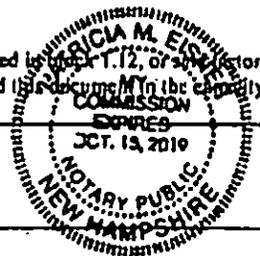
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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 Greater Tilton Area Family Resource Center		1.4 Contractor Address 5 Prospect St Tilton, NH 03276	
1.5 Contractor Phone Number 603-286-4255	1.6 Account Number 05-05-02-620510-7040 297434-R001 <i>CAC</i>	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$138,740
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 <i>Cynthia Cook</i>		1.12 Name and Title of Contractor Signatory Cynthia Cook, Treasurer	
1.13 Acknowledgement: State of <i>NH</i> County of <i>BERKSHIRE</i> On <i>June 25, 2019</i> , before the undersigned officer, personally appeared the person identified in block 1.11, or signatorily 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] <i>Patricia Eisner</i> , NOTARY			
1.13.2 Name and Title of Notary or Justice of the Peace <i>PATRICIA EISNER, NOTARY</i>			
1.14 State Agency Signature <i>Katja Sfax</i> Date: <i>7/23/19</i>		1.15 Name and Title of State Agency Signatory <i>Katja Sfax, Director</i>	
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: <i>[Signature]</i> On: <i>7/25/2019</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



Subject: Workforce Readiness & Vocational Training Programs for Individuals with OUD/RFP-2019-BDAS-12-WORKF-02

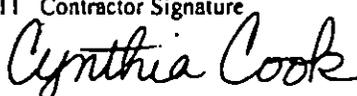
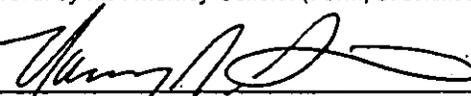
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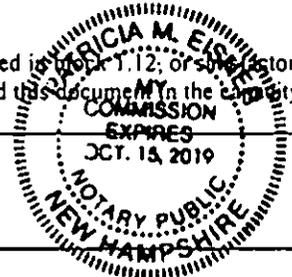
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1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cynthia Cook, Treasurer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>BELKNAP</u> On <u>June 25, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or some one lawfully 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 			
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA EISNER, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja Sfax, Director	
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>7/25/2019</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

Contractor Initials

CC

Date 6/25/19

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.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational
Training Programs for Individuals with OUD**



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. 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.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide Workforce Readiness and Vocational Training Programs for a minimum of one hundred (100) individuals with Opioid Use Disorder(OUD) in the Greater Tilton Area, which includes:
 - 1.4.1. Tilton.
 - 1.4.2. Northfield.
 - 1.4.3. Franklin.
 - 1.4.4. Sanbornton.
 - 1.4.5. Surrounding small towns.

2. Scope of Services

- 2.1. The Contractor shall ensure individuals who participate in Workforce Readiness and Vocational Training programs are referred to treatment and recovery services, when applicable.
- 2.2. The Contractor shall provide workforce readiness programming to individuals with OUD who are receiving treatment or recovery support services. The Contractor shall ensure workforce readiness programming shall include, but is not limited to:
 - 2.2.1. Job specific skills training.
 - 2.2.2. Resume and cover letter assistance.
 - 2.2.3. Communication skills.
 - 2.2.4. Time management skills.
 - 2.2.5. Budgeting and financial management skills.
 - 2.2.6. Customer service training.
 - 2.2.7. Job retention approaches.
 - 2.2.8. Networking skills.
 - 2.2.9. Application and interview assistance, including mock interviews.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational
Training Programs for Individuals with OUD**



Exhibit A

- 2.2.10. Connections to employment resources.
- 2.3. The Contractor shall implement a process to identify, recruit and engage individuals with an OUD, including individuals not currently receiving services from the Contractor, who may be interested in pursuing employment and/or educational opportunities or who may be underemployed and are seeking a living wage.
- 2.4. The Contractor shall provide the Recovery Works Curriculum based on nine (9) modules as follows:
 - 2.4.1. Financial Basics and Time Management 101.
 - 2.4.2. Employment Risks to Early Recovery.
 - 2.4.3. Transferable Skills and Resume Development.
 - 2.4.4. Cover Letter and Job Search Strategies.
 - 2.4.5. Computer Skills and Online Job Search Basics.
 - 2.4.6. Interview Skills.
 - 2.4.7. Practice Interviewing with a Positive Attitude.
 - 2.4.8. Recovery Thinking and Workplace Ethics.
 - 2.4.9. Common Work Challenges.
- 2.5. The Contractor shall offer individualized trainings to employers and community groups utilizing curriculum from Recovery Works, which includes, but is not limited to:
 - 2.5.1. Opioids and their effects on the brain.
 - 2.5.2. Stigma.
 - 2.5.3. Stages of Recovery.
 - 2.5.4. Pathways to Recovery.
 - 2.5.5. Resources and Referral.
- 2.6. The Contractor shall develop a customized plan for each individual, based on the individual's seven dimensions of wellness of physical, emotional, intellectual, social, spiritual, environmental and occupational. The Contractor shall:
 - 2.6.1. Screen individuals for strengths and weaknesses, capacity for work and necessity of work.
 - 2.6.2. Conduct an intake process that shall include, but is not limited to:
 - 2.6.2.1. Interview with a Recovery Coach.
 - 2.6.2.2. Assess the individual's dimensions of wellness.
 - 2.6.2.3. Assess the individual's occupational wellness.
 - 2.6.3. Address barriers to employment with individuals and provide assistance in overcoming those barriers.
- 2.7. The Contractor shall ensure individuals are enrolled in other services and supports that aid individuals in recovery who are seeking to enter the workforce for which they are eligible, as appropriate, including, but not limited to:

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational
Training Programs for Individuals with OUD**



Exhibit A

- 2.7.1. The Community Development Finance Authority Recovery Friendly Workplace Initiative Program Development Pilot.
- 2.7.2. The NH Department of Labor National Health Emergency Demonstration grant for individuals in recovery.
- 2.7.3. The Governor's Recovery Friendly Workforce Initiative.
- 2.7.4. NH Works.
- 2.7.5. NH Employment Security.
- 2.8. The Contractor shall collaborate with local higher educational and vocational training institutions in order to provide individuals with vocational training and educational opportunities in the treatment and/or recovery service setting. The Contractor shall:
 - 2.8.1. Conduct a comprehensive vocational assessment to determine an individual's level of skills, strengths, and readiness to seek and enter the workforce.
 - 2.8.2. Ensure the process is person-centered and based on individual choice and self-determination.
 - 2.8.3. Utilize the vocational assessment along with the client's input to design a vocational plan of action.
 - 2.8.4. Link individuals to the appropriate level of services and resources which must include, but are not limited to:
 - 2.8.4.1. Resume writing.
 - 2.8.4.2. Job application writing.
 - 2.8.4.3. Improving client-interviewing skills.
 - 2.8.5. Conduct Motivational Interviewing to increase individuals' willingness and readiness to seek education or employment opportunities.
- 2.9. The Contractor shall utilize the O*NET OnLine career exploration and job analysis and the NH Employment Security website to assist participants with:
 - 2.9.1. Planning career goals.
 - 2.9.2. Choosing a training path.
 - 2.9.3. Searching for a new career.
- 2.10. The Contractor shall ensure individuals are assessed for and receive, as appropriate:
 - 2.10.1. Financial assistance for transportation to classes.
 - 2.10.2. Educational supplies, including but not limited to textbooks, as necessary.
 - 2.10.3. Access to computers and support for electronic job search functions.
- 2.11. The Contractor shall establish an employment plan for each participant that addresses previous barriers to employment, including but not limited to:
 - 2.11.1. Poor job history.
 - 2.11.2. Substance use disorder impacting performance.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational
Training Programs for Individuals with OUD**



Exhibit A

- 2.11.3. Criminal background.
- 2.12. The Contractor shall provide individuals with external employment resources and assist with gaining access to employment through activities that include, but are not limited to:
 - 2.12.1. Providing transportation assistance to job fairs.
 - 2.12.2. Providing opportunities to meet with job coaches.
 - 2.12.3. Providing individuals with job-shadowing and internship opportunities.
- 2.13. The Contractor shall ensure individuals seeking vocational training or career development education are provided with resources that support those goals, including but not limited to:
 - 2.13.1. Training and class stipends.
 - 2.13.2. Financial aid and grant applications.
 - 2.13.3. Program application submission assistance.
- 2.14. The Contractor shall coordinate with the Recovery Friendly Workforce Initiative to offer opportunities for local businesses to engage with potential employees in recovery as a means to reduce stigma, identify employment opportunities, and increase the number of businesses identifying as Recovery Friendly.
- 2.15. The Contractor shall build on current relationships with the local community and employers as well as outreach to others.
- 2.16. The Contractor shall develop a community outreach plan using the Recovery Friendly Workforce Initiative materials and processes with community organizations.
- 2.17. The Contractor shall provide staff, including a designated program lead, that possess the expertise and knowledge in providing vocational training to individuals of special target populations who experience barriers to employment.

3. Reporting

- 3.1. The Contractor shall, on a quarterly basis, track and report Department data requirements for the programs including, but not limited to:
 - 3.1.1. Number and type of recruitment activities for individuals with an opioid use disorder.
 - 3.1.2. Number of individuals in the program with demographics such as age, gender, race, and ethnicity.
 - 3.1.3. Vocational services provided per individual.
 - 3.1.4. Start date of employment per individual.
 - 3.1.5. Type of position per individual.
 - 3.1.6. Name of employers per individual.
 - 3.1.7. Length of employment per individual.
 - 3.1.8. Aggregate percentage of individuals employed per month.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational
Training Programs for Individuals with OUD**



Exhibit A

- 3.1.9. Number of employers recruited per month.
- 3.1.10. Types of supports provided to employers to recruit, hire, and retain individuals in recovery per month.

4. Performance Measures

- 4.1. The Contractor shall ensure ninety percent (90%) of individuals in the program, who have not attained gainful employment, complete provided training programs.
 - 4.1.1. The Contractor shall report all, if any, exceptions for individuals who do not attend available training programs.
- 4.2. The Contractor shall ensure seventy-five percent (75%) of individuals gain employment.
- 4.3. The Contractor shall ensure contact and coordination with one hundred percent (100%) of Recovery Friendly Workforce Initiative employers.

5. State Opioid Response (SOR) Grant Standards

- 5.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Regional Hubs for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 5.2. The Contractor shall complete client referrals to applicable Regional Hubs for substance use services within two (2) business days of a client's admission to the program.
- 5.3. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 5.3.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 5.3.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational
Training Programs for Individuals with OUD**



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 the Substance Abuse and Mental Health Services Administration, CFDA #93.788, Federal Award Identification Number (FAIN), T1081685
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. 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 through Exhibit B-3.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. 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.
5. 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.
6. 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.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager
Department of Health and Human Services
Division of Behavioral Health
129 Pleasant St, 4th FL
Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. 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-

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational
Training Programs for Individuals with OUD**



Exhibit B

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.

10. 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.

Exhibit B-2

New Hampshire Department of Health and Human Services										
Cellular Name: Greater Tilton Area Family Resource Center										
Budget Request for: Workforce Readiness Program RFP-2019-BDAS-1740807										
Budget Period: State Fiscal Year 2021 (July 1, 2020 - September 30, 2020)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by 2019 contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Subgrantee	18,492.00	-	18,492.00	-	-	-	18,492.00	-	18,492.00	
2. Contract Funds	4,872.00	-	4,872.00	-	-	-	4,872.00	-	4,872.00	
3. Subgrantee	-	-	-	-	-	-	-	-	-	
4. Personnel	-	-	-	-	-	-	-	-	-	
5. Travel and Allowances	-	-	-	-	-	-	-	-	-	
6. Contract/Consultation	400.00	-	400.00	-	-	-	400.00	-	400.00	
7. Materials	-	-	-	-	-	-	-	-	-	
8. Equipment	-	-	-	-	-	-	-	-	-	
9. Other	120.00	-	120.00	-	-	-	120.00	-	120.00	
10. Travel	1,600.00	-	1,600.00	-	-	-	1,600.00	-	1,600.00	
11. Supplies	1,100.00	-	1,100.00	-	-	-	1,100.00	-	1,100.00	
12. Other Expenses	-	-	-	-	-	-	-	-	-	
13. Printing	-	-	-	-	-	-	-	-	-	
14. Other	-	-	-	-	-	-	-	-	-	
15. Materials	-	-	-	-	-	-	-	-	-	
16. Equipment	-	-	-	-	-	-	-	-	-	
17. Other	-	-	-	-	-	-	-	-	-	
18. Personnel	-	-	-	-	-	-	-	-	-	
19. Travel and Allowances	-	-	-	-	-	-	-	-	-	
20. Contract/Consultation	-	-	-	-	-	-	-	-	-	
21. Materials	-	-	-	-	-	-	-	-	-	
22. Equipment	-	-	-	-	-	-	-	-	-	
23. Other Expenses	-	-	-	-	-	-	-	-	-	
24. Printing	-	-	-	-	-	-	-	-	-	
25. Other	-	-	-	-	-	-	-	-	-	
TOTAL	17,744.00	-	17,744.00	-	-	-	17,744.00	-	17,744.00	

Greater Tilton Area Family Resource Center

Exhibit B-2

RFP-2019-BDAS-1740807-02

Page 1 of 1

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6/25/19

New Hampshire Department of Health and Human Services
Exhibit C



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 Contractors 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

CalC

Date

6/25/19



New Hampshire Department of Health and Human Services
Exhibit C

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.

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6/25/19

**New Hampshire Department of Health and Human Services
Exhibit C**



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

New Hampshire Department of Health and Human Services
Exhibit C



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP 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 EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP 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

Cac

6/25/19

**New Hampshire Department of Health and Human Services
Exhibit C**



- 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.

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6/25/19

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 two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CAC

6/25/19

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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)

5 Prospect St Tilton, NH 03276 - office

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

Vendor Name:

6/25/19
Date

Cynthia Cook
Name: Cynthia Cook
Title: Treasurer

Vendor Initials CAC
Date 6/25/19



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

6/25/19
Date

Cynthia Cook
Name: Cynthia Cook
Title: Treasurer

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor 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

New Hampshire Department of Health and Human Services
Exhibit F



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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (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.

Vendor Name:

6/25/19
Date

Cynthia Cook
Name: Cynthia Cook
Title: Treasurer

Vendor Initials Cac
Date 6/25/19

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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:

Vendor 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

Vendor Initials

CAC

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

Date 6/25/19

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/25/19
Date

Cynthia Cook
Name: Cynthia Cook
Title: Treasurer

Exhibit G

Vendor Initials Cac

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

Date 6/25/19

New Hampshire Department of Health and Human Services
Exhibit H



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 Vendor 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 Vendor 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.

Vendor Name:

6/25/19
Date

Cynthia Cook
Name: Cynthia Cook
Title: Treasurer



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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

Vendor Initials

CAC

Date

6/25/19



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 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

3/2014

Vendor Initials

CAC

Date

6/25/19

New Hampshire Department of Health and Human Services



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

3/2014

Vendor Initials

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Date 6/25/19

New Hampshire Department of Health and Human Services



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

3/2014

Vendor Initials CAC

Date 6/25/19



New Hampshire Department of Health and Human Services

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.

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Vendor Initials *CAC*

Date *6/25/19*

New Hampshire Department of Health and Human Services



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 of Authorized Representative
Katya S Fox

Name of Authorized Representative
Katya S Fox

Title of Authorized Representative
Director

Date
7/23/19

Greater Tilton Area Family Resource Center
Name of the Vendor

Signature of Authorized Representative
Cynthia Cook

Name of Authorized Representative
Cynthia Cook

Title of Authorized Representative
Treasurer

Date
6/25/19

New Hampshire Department of Health and Human Services
Exhibit J



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 Vendor 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 Vendor 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:

Vendor Name:

6/25/19
Date

Cynthia Cook
Name: Cynthia Cook
Title: Treasurer

Vendor Initials CAC
Date 6/25/19



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Vendor 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: 117083122
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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6/25/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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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

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6/25/19



**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Workforce Readiness & Vocational Training Programs for
Individuals with OUD Contract**

This 1st Amendment to the Workforce Readiness and Vocational Training Programs for Individuals with OUD 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 Granite Pathways, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 10 Ferry Street, Suite 308, Concord, NH 03301.

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions/Exceptions to Standard Contract Language, Paragraph 2. Renewal, 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:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$311,873.48
3. Modify Exhibit A, Scope of Services, Section 4. Reporting, by adding Subsection 4.2. to read:
 - 4.2. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or Substance Abuse and Mental Health Services Administration (SAMHSA).
4. Modify Exhibit A, Scope of Services, Section 5. Performance Measures, by adding Subsection 5.4. to read:
 - 5.4. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
5. Modify Exhibit A Scope of Services, Section 6. State Opioid Response (SOR) Grant Standards, to read:
6. State Opioid Response (SOR) Grant Standards
 - 6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall ensure each Site:
 - 6.1.1. Establishes formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.



New Hampshire Department of Health and Human Services Workforce Readiness & Vocational Training Programs for Individuals with OUD

- 6.1.2. Completes client referrals to applicable Doorways for substance use services within two (2) business days of a client's admission to the program.
- 6.2. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 6.3. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 6.4. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 6.5. The Contractor and/or referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with the Department and SAMHSA requirements.
- 6.6. The Contractor and/or referred providers shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage and will have staff trained in Presumptive Eligibility for Medicaid.
- 6.7. The Contractor and/or referred providers shall accept clients on Medicaid Assisted Treatment (MAT) and facilitate access to MAT on-site or through referral for all clients supported with SOR grant funds, as clinically appropriate.
- 6.8. The Contractor and/or referred providers shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 6.9. The Contractor and/or referred providers shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 6.10. The Contractor shall collaborate with the Department to understand and comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration SAMHSA, and other Federal terms, conditions, and requirement.
- 6.11. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
 - 6.11.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 6.11.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 6.11.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
 - 6.11.4. Attestations will be provided to the Contractor by the Department.
 - 6.11.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 6.12. The Contractor shall refer to Exhibit B for grant terms and conditions including, but not limited to:
 - 6.12.1. Invoicing;



New Hampshire Department of Health and Human Services Workforce Readiness & Vocational Training Programs for Individuals with OUD

6.12.2. Funding restrictions; and

6.12.3. Billing.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit B-1, Budget Form by reducing the total budget amount by \$77,213, which is identified as unspent funding of which \$43,852 is being carried forward to fund the activities in this Agreement for SFY 21 (September 30, 2020 through December 31, 2020), as specified in Exhibit B-3 Amendment #1 NCE and for SFY 21 (January 1, 2021 through June 30, 2021) in the amount of \$33,361, as specified in Exhibit B-4 Amendment # 1 SOR II.
8. Add Exhibit B-3 Amendment #1 NCE, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-5 Amendment #1 SOR II, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective September 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

1/19/2021

Date

DocuSigned by:
Katja Fox
60006904C8043

Name: Katja Fox
Title: Director

GRANITE PATHWAYS

1/6/2021

Date

DocuSigned by:
Kenneth Brezenoff
4980F2A944DD4C8...

Name: Kenneth Brezenoff
Title: General Counsel



**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with OUD**

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

OFFICE OF THE ATTORNEY GENERAL

1/26/2021

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:

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

Methods and Conditions Precedent to Payment

1. This Agreement is funded by:
 - 1.1. 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget Form through Exhibit B-5 Amendment #1 SOR II.
4. The Contractor shall seek payment for services, as follows:
 - 4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 4.2. Second, the Contractor shall charge Medicare.
 - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
 - 4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

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

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

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

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

5.1.3. Invoices supporting expenses reported:

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

5.1.3.1.8. Cell phones and cell phone minutes for clients.

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

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

-
- 5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
 - 5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
 - 5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
 - 6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
 - 7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:
 - SOR Financial Manager
 - Department of Health and Human Services
 - 105 Pleasant Street
 - Concord, NH 03301
 - 8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
 - 9. 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.
 - 10. 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.
 - 11. The Contractor must provide the services in Exhibit A-Amendment #3, Scope of Services, in compliance with funding requirements.
 - 12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #3, Scope of Services, including failure to submit required monthly and/or quarterly reports.
 - 13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
 - 14. Audits

**New Hampshire Department of Health and Human Services
Workforce Readiness & Vocational Training Programs for Individuals with
OUD**



EXHIBIT B Amendment #1

-
- 14.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 14.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit B-3 Amendment #1 NCE

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

Contractor Name: Granite Pathways

Budget Request for: Workforce Readiness & Vocational Training Programs for Individuals with OUD

RFP-2019-BDAS-12-WORKF-01

Budget Period: SFY21 09/30/20-12/31/20 (NCE)

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	\$ 26,550.00	\$ -	\$ 26,550.00	\$ -	\$ -	\$ -	\$ 26,550.00	\$ -	\$ 26,550.00
2. Employee Benefits	\$ 8,496.00	\$ -	\$ 8,496.00	\$ -	\$ -	\$ -	\$ 8,496.00	\$ -	\$ 8,496.00
3. Consultants	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 135.00	\$ -	\$ 135.00	\$ -	\$ -	\$ -	\$ 135.00	\$ -	\$ 135.00
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 274.45	\$ -	\$ 274.45	\$ -	\$ -	\$ -	\$ 274.45	\$ -	\$ 274.45
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ -	\$ 3,986.55	\$ 3,986.55	\$ -	\$ -	\$ -	\$ -	\$ 3,986.55	\$ 3,986.55
TOTAL	\$ 39,865.45	\$ 3,986.55	\$ 43,852.00	\$ -	\$ -	\$ -	\$ 39,865.45	\$ 3,986.55	\$ 43,852.00
Indirect As A Percent of Direct			10.0%						

Exhibit B-4 Amendment #1 SOR II

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

Contractor Name: Granite Pathways

Budget Request for: Workforce Readiness & Vocational Training Programs for Individuals with OUD

RFP-2019-BDAS-12-WORKF-01

Budget Period: SFY21 01/01/21-06/30/21 (SORII)

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	\$ 60,100.00	\$ -	\$ 60,100.00	\$ -	\$ -	\$ -	\$ 60,100.00	\$ -	\$ 60,100.00
2. Employee Benefits	\$ 19,232.00	\$ -	\$ 19,232.00	\$ -	\$ -	\$ -	\$ 19,232.00	\$ -	\$ 19,232.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 670.00	\$ -	\$ 670.00	\$ -	\$ -	\$ -	\$ 670.00	\$ -	\$ 670.00
7. Occupancy	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,012.10	\$ -	\$ 1,012.10	\$ -	\$ -	\$ -	\$ 1,012.10	\$ -	\$ 1,012.10
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ -	\$ 9,090.90	\$ 9,090.90	\$ -	\$ -	\$ -	\$ -	\$ 9,090.90	\$ 9,090.90
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 90,909.10	\$ 9,090.90	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 90,909.10	\$ 9,090.90	\$ 100,000.00

Indirect As A Percent of Direct

10.0%

DS
 KB
 Contractor Initials
 Date 1/19/2021

Exhibit B-5 Amendment #1 SOR II

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

Contractor Name: Granite Pathways

Budget Request for: Workforce Readiness & Vocational Training Programs for Individuals with OUD

RFP-2019-BDAS-12-WORKF-01

Budget Period: SFY22 07/01/21-09/29/21 (SORII)

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	\$ 30,150.00	\$ -	\$ 30,150.00	\$ -	\$ -	\$ -	\$ 30,150.00	\$ -	\$ 30,150.00
2. Employee Benefits	\$ 9,648.00	\$ -	\$ 9,648.00	\$ -	\$ -	\$ -	\$ 9,648.00	\$ -	\$ 9,648.00
3. Consultants	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Deprecation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
6. Travel	\$ 335.00	\$ -	\$ 335.00	\$ -	\$ -	\$ -	\$ 335.00	\$ -	\$ 335.00
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -	\$ 350.00	\$ -	\$ 350.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 411.55	\$ -	\$ 411.55	\$ -	\$ -	\$ -	\$ 411.55	\$ -	\$ 411.55
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$ -	\$ 4,545.45	\$ 4,545.45	\$ -	\$ -	\$ -	\$ -	\$ 4,545.45	\$ 4,545.45
TOTAL	\$ 45,454.55	\$ 4,545.45	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 45,454.55	\$ 4,545.45	\$ 50,000.00

Indirect As A Percent of Direct

10.0%

State of New Hampshire

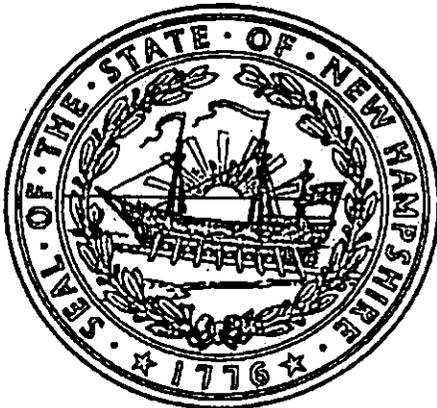
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE PATHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2009. 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: 613581

Certificate Number: 0005042010



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of November A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, **William Rider**, hereby certify that:

1. I am a duly elected Officer of Granite Pathways.
2. The following is a true copy of a vote taken via email with the Board of Directors/shareholders, duly called and held on January 7, 2021, at which a quorum of the Directors/shareholders willing voted to approve, DHHS Contract RFP-2019-BDAS-12-WORKF-01-A01 Workforce Readiness. .

VOTED: That **Kenneth Brezenoff, General Counsel**, is duly authorized on behalf of Granite Pathways, LLC to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: January 8th, 2021


Signature of Elected Officer
Name: William Rider
Title: Interim BOD Director

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MISSION STATEMENT

Our mission is to support individuals with substance use disorders and mental illness in achieving their life goals as valued members of their community.

Granite Pathways develops innovative, and sustainable solutions that are changing people's lives.

**Consolidated Financial Statements
Together with Report of Independent
Certified Public Accountants**

The FEDCAP Group

September 30, 2019 and 2018

Contents

	Page
Report of Independent Certified Public Accountants	1 - 2
Consolidated Financial Statements:	
Consolidated Statements of Financial Position as of September 30, 2019 and 2018	3
Consolidated Statements of Activities for the years ended September 30, 2019 and 2018	4
Consolidated Statement of Functional Expenses for the year ended September 30, 2019	5
Consolidated Statement of Functional Expenses for the year ended September 30, 2018	6
Consolidated Statements of Cash Flows for the years ended September 30, 2019 and 2018	7
Notes to Consolidated Financial Statements	8 - 31
Supplementary Information:	
Consolidating Statement of Financial Position as of September 30, 2019	33
Consolidating Statement of Activities for the year ended September 30, 2019	34



GRANT THORNTON LLP

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twitter.com/grantthorntonus

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
The FEDCAP Group:

We have audited the accompanying consolidated financial statements of The FEDCAP Group (collectively, "FEDCAP"), which comprise the consolidated statements of financial position as of September 30, 2019 and 2018, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

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

Auditor's responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to FEDCAP's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of FEDCAP's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The FEDCAP Group as of September 30, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other matters

Supplementary information

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

Grant Thornton LLP

New York, New York
August 14, 2020

The FEDCAP Group

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of September 30,

	<u>2019</u>	<u>2018</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 9,821,462	\$ 10,814,947
Accounts receivable (net of allowance for doubtful accounts of approximately \$2,180,057 in 2019 and \$4,622,800 in 2018)	54,652,438	44,128,183
Contributions and grants receivable (net of allowance for uncollectible contributions of approximately \$250,000 in 2019 and 2018)	4,352,341	1,296,528
Inventories, net	111,693	244,690
Prepaid expenses and other assets	8,655,835	9,413,702
Total current assets	<u>77,593,769</u>	<u>65,898,050</u>
Investments	8,703,912	18,227,270
Goodwill	761,776	-
Property, plant and equipment, net	86,739,150	82,070,717
Art objects	43,950	43,950
Beneficial interest in trusts	4,512,345	4,646,739
Other assets	434,112	1,135,754
	<u>101,195,245</u>	<u>106,124,430</u>
Total assets	<u>\$ 178,789,014</u>	<u>\$ 172,022,480</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 39,601,357	\$ 37,108,748
Deferred revenues	1,772,430	4,129,907
Advances from government agency	433,397	1,485,361
Current portion of revolving loans	3,000,000	17,853,273
Current portion of obligation under capital leases	2,155,006	1,944,244
Notes payable, current	1,117,418	1,099,081
Total current liabilities	<u>48,079,608</u>	<u>63,620,614</u>
Capital lease obligation	34,773,486	35,351,613
Notes payable	30,368,846	31,337,292
Revolving loan	23,653,273	-
Other liabilities	4,274,856	4,670,840
Total liabilities	<u>141,150,069</u>	<u>134,980,359</u>
Commitments and contingencies		
NET ASSETS		
Without donor restrictions	29,006,372	28,407,688
Without donor restrictions - non-controlling interest	133,033	-
With donor restrictions	8,499,540	8,634,433
Total net assets	<u>37,638,945</u>	<u>37,042,121</u>
Total liabilities and net assets	<u>\$ 178,789,014</u>	<u>\$ 172,022,480</u>

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

The FEDCAP Group

CONSOLIDATED STATEMENTS OF ACTIVITIES

For the years ended September 30,

	2019			2018		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues						
Contract services and products	\$ 117,957,318	\$ -	\$ 117,957,318	\$ 107,418,632	\$ -	\$ 107,418,632
Rehabilitation and vocational programs	157,515,208	-	157,515,208	154,317,661	-	154,317,661
Contributions and grants	19,615,745	25,000	19,640,745	22,664,418	50,000	22,714,418
Inherent contribution	4,771,572	-	4,771,572	4,841,419	8,621,011	13,462,430
Realized and unrealized gains (losses) on investments	23,299	(15,139)	8,160	554,658	-	554,658
Interest income	757,089	-	757,089	347,997	-	347,997
Miscellaneous revenue	231,885	-	231,885	484,910	-	484,910
Net assets released from restrictions	144,754	(144,754)	-	2,845,544	(2,845,544)	-
Total revenues	301,016,870	(134,893)	300,881,977	293,475,239	5,825,467	299,300,706
Expenses						
Program services:						
Contract services and products	105,974,532	-	105,974,532	94,956,101	-	94,956,101
Rehabilitation and vocational programs	151,992,240	-	151,992,240	161,461,598	-	161,461,598
	257,966,772	-	257,966,772	256,417,699	-	256,417,699
Supporting services:						
Management and general	38,307,140	-	38,307,140	39,594,457	-	39,594,457
Development	4,011,241	-	4,011,241	1,865,951	-	1,865,951
	42,318,381	-	42,318,381	41,460,408	-	41,460,408
Total expenses	300,285,153	-	300,285,153	297,878,107	-	297,878,107
Change in net assets	731,717	(134,893)	596,824	(4,402,868)	5,825,467	1,422,599
Net assets at beginning of year	28,407,688	8,634,433	37,042,121	32,810,556	2,808,966	35,619,522
Net assets at end of year	\$ 29,139,405	\$ 8,499,540	\$ 37,638,945	\$ 28,407,688	\$ 8,634,433	\$ 37,042,121

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

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2019

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 75,112,041	\$ 92,028,205	\$ 167,140,246	\$ 13,482,595	\$ 1,321,359	\$ 14,803,954	\$ 181,944,200
Professional fees	190,014	16,794,601	16,984,615	4,155,799	773,764	4,929,563	21,914,178
Professional development and evaluation	52,176	760,002	812,178	486,894	8,354	495,248	1,307,426
Materials and supplies	4,608,212	2,294,309	6,902,521	272,753	21,424	294,177	7,196,698
Commissions	2,983,026	4,969	2,987,995	-	-	-	2,987,995
Telephone	190,887	850,894	1,041,781	714,266	16,490	730,756	1,772,537
Postage and shipping	127,982	200,267	328,249	31,436	6,129	37,565	365,814
Insurance	1,170,764	957,823	2,128,587	1,049,952	14,847	1,064,799	3,193,386
Occupancy costs	2,789,676	13,459,134	16,248,810	2,010,115	136,043	2,146,158	18,394,968
Equipment rental and maintenance	1,190,342	759,425	1,949,767	311,275	42,037	353,312	2,303,079
Equipment purchases	312,686	113,267	425,953	56,833	5,761	62,594	488,547
Client transportation and travel	355,593	3,537,161	3,892,754	843,055	130,157	973,212	4,865,966
Subscription and printing	85,901	297,125	383,026	596,854	23,194	620,048	1,003,074
Technology	422,832	1,584,234	2,007,066	3,057,023	82,864	3,139,887	5,146,953
Interest expense and bank charges	137,624	68,466	206,090	5,347,044	34,665	5,381,709	5,587,799
Bad debt provision	-	55,371	55,371	9,771	-	9,771	65,142
Subcontractor expense	15,701,994	9,751,574	25,453,568	1,492,608	130,670	1,623,278	27,076,846
Stipends	24,586	4,730,195	4,754,781	80,113	1,338	81,451	4,836,232
Security guard expense	1,672	604,506	606,178	55,127	272	55,399	661,577
Other	173,575	2,160,645	2,334,220	605,829	1,255,001	1,860,830	4,195,050
Total expenses before depreciation and amortization	105,631,583	151,012,173	256,643,756	34,659,342	4,004,369	38,663,711	295,307,467
Depreciation and amortization	342,949	980,067	1,323,016	3,647,798	6,872	3,654,670	4,977,686
Total expenses	\$ 105,974,532	\$ 151,992,240	\$ 257,966,772	\$ 38,307,140	\$ 4,011,241	\$ 42,318,381	\$ 300,285,153

The accompanying notes are an integral part of this consolidated financial statement.

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2018

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 64,831,121	\$ 87,171,397	\$ 152,002,518	\$ 18,061,071	\$ 543,763	\$ 18,604,834	\$ 170,607,352
Professional fees	113,423	25,140,718	25,254,141	2,759,130	420,672	3,179,802	28,433,943
Professional development and evaluation	52,094	747,241	799,335	132,123	4,025	136,148	935,483
Materials and supplies	3,608,680	1,797,653	5,406,333	210,071	18,540	228,611	5,634,944
Commissions	2,656,552	11,500	2,668,052	-	-	-	2,668,052
Telephone	174,268	911,010	1,085,278	574,671	7,514	582,185	1,667,463
Postage and shipping	760,678	243,769	1,004,447	78,091	3,626	81,717	1,086,164
Insurance	1,373,800	1,283,658	2,657,458	664,319	8,609	672,928	3,330,386
Occupancy costs	2,427,298	14,728,399	17,155,697	2,167,689	39,011	2,206,700	19,362,397
Equipment rental and maintenance	835,996	610,584	1,446,580	251,619	9,045	260,664	1,707,244
Equipment purchases	340,665	460,452	801,117	23,478	726	24,204	825,321
Client transportation and travel	336,303	4,382,234	4,718,537	659,059	60,186	719,245	5,437,782
Subscription and printing	25,142	108,809	133,951	88,013	9,997	98,010	231,961
Technology	453,739	1,700,845	2,154,584	2,062,538	48,820	2,111,358	4,265,942
Interest expense and bank charges	49	37,509	37,558	3,528,905	260	3,529,165	3,566,723
Bad debt provision	-	10,877	10,877	4,589,854	250,000	4,839,854	4,850,731
Subcontractor expense	15,845,823	13,440,507	29,286,330	167,236	-	167,236	29,453,566
Stipends	32,225	4,396,280	4,428,505	50,720	5,056	55,776	4,484,281
Security guard expense	17,820	1,016,874	1,034,694	16,075	13	16,088	1,050,782
Other	814,148	2,372,594	3,186,742	223,719	435,126	658,845	3,845,587
Total expenses before depreciation and amortization	94,699,824	160,572,910	255,272,734	36,308,381	1,864,989	38,173,370	293,446,104
Depreciation and amortization	256,277	888,688	1,144,965	3,286,076	962	3,287,038	4,432,003
Total expenses	\$ 94,956,101	\$ 161,461,598	\$ 256,417,699	\$ 39,594,457	\$ 1,865,951	\$ 41,460,408	\$ 297,878,107

The accompanying notes are an integral part of this consolidated financial statement.

The FEDCAP Group

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended September 30,

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 596,824	\$ 1,422,599
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	4,977,686	4,432,003
Bad debt provision	65,142	4,850,731
Inherent contribution	(4,771,572)	(13,462,430)
Realized and unrealized gains on investments	(8,160)	(554,658)
Changes in assets and liabilities:		
Accounts receivable	(9,347,783)	(3,281,883)
Contribution receivable	(3,004,961)	2,318,436
Inventories	133,256	157,979
Prepaid expenses and other assets	1,612,193	(3,883,995)
Beneficial interest in trusts	134,394	6,363
Accounts payable and accrued liabilities	903,268	2,785,750
Deferred revenue	(2,392,733)	(934,386)
Other liabilities	(393,777)	614,594
Net cash used in operating activities	<u>(11,496,223)</u>	<u>(5,528,897)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	19,000,000	43,028
Purchase of investments	(9,468,482)	(2,446,391)
Cash received in acquisitions, net of cash paid in consideration	355,904	906,169
Capital expenditures	(5,543,024)	(4,542,620)
Net cash provided by (used in) investing activities	<u>4,344,398</u>	<u>(6,039,814)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease in advances from government agency	(1,051,964)	(14,639)
Change in revolving loans	8,800,000	(249,000)
Proceeds from notes payable	-	9,564,622
Repayment of notes payable	(1,220,124)	(982,488)
Repayment of capital lease obligations	(369,572)	(287,862)
Net cash provided by financing activities	<u>6,158,340</u>	<u>8,030,633</u>
Decrease in cash and cash equivalents	(993,485)	(3,538,078)
CASH AND CASH EQUIVALENTS		
Beginning of year	<u>10,814,947</u>	<u>14,353,025</u>
End of year	<u>\$ 9,821,462</u>	<u>\$ 10,814,947</u>
Supplemental disclosure of cash flow information:		
Cash interest paid during the year	<u>\$ 3,053,771</u>	<u>\$ 1,834,062</u>
Fixed assets acquired through capital lease	<u>\$ -</u>	<u>\$ 1,044,131</u>

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

The FEDCAP Group
NOTES TO FINANCIAL STATEMENTS
September 30, 2019 and 2018

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES

The FEDCAP Group, Inc. (the "Parent"), established on October 1, 2018, is a private, nonprofit organization incorporated under the laws of the State of Delaware. The Parent is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. On July 24, 2019, the Parent became the sole member of the following affiliates: Fedcap, Inc ("Fed Inc."), Fedcap Rehabilitation Services, Inc ("FRS"), Wildcat Services Corporation ("Wildcat"), ReServe Elder Services, Inc. ("ReServe"), Community Workshops, Inc. ("CWS"), Easter Seals New York, Inc. ("ESNY"), 1184 Deer Park Ave., Inc. ("1184" or "Red Mango"), Granite Pathways, Inc ("GP"), Easter Seals Rhode Island, Inc ("ESRI"), Seacoast Pathways, Inc. ("Seacoast"), Single Stop USA Inc. ("SGST"), Benevolent, MVLE, Easter Seals Central Texas ("ESCT"), Easter Seals North Texas ("ESNT") and Fedcap UK. The Parent and its subsidiaries are collectively referred to as "FEDCAP."

Fedcap Rehabilitation Services, Inc ("FRS") is a private, nonprofit organization incorporated under the laws of New York State. FRS is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. FRS was the sole member of the above named subsidiaries through July 23, 2019, at which point the Parent became the sole corporate member.

FRS was founded to provide a comprehensive range of vocational and related services to individuals with disabilities, and other work-related disadvantages, who face significant barriers to employment. FRS's goal is to help each person achieve independence, integration into the community and full participation in the economic mainstream.

FRS provides contract services and products within custodial, homecare, office services, and industrial divisions. The primary customers in these divisions are federal, and New York State and City agencies and certified home health agencies.

As part of FRS's rehabilitation and vocation programs, FRS provides vocational evaluations, training, and employment services and other government-funded employment and job search programs. Evaluations combine aptitude tests, computerized assessments, and vocational counseling. After evaluation, FRS offers training in mail clerk/messenger services, building/custodial services, culinary arts/food services, data entry, office skills, document imaging, hospitality operations, and security operations. FRS then seeks to employ individuals who have successfully completed FRS's rehabilitation and vocational programs. FRS also offers the Chelton Loft, a voluntary clubhouse program for people with a history of serious mental illness. FRS also has a vocational education program and a licensed mental health program.

Wildcat Services Corporation ("Wildcat") is a nonprofit entity that is located in New York City and provides employment training, jobs placement and "supportive employment" opportunities for individuals with barriers to employment.

ReServe Elder Service, Inc. ("ReServe") is a nonprofit entity located in New York City that matches continuing professionals age55+ with organizations that need their expertise. Reserve provides direct services, administrative support, and capacity-building expertise in schools, social service agencies, cultural institutions, and public agencies.

Community Workshops, Inc. (d/b/a Community Work Services) ("CWS") is a nonprofit corporation located in Boston, Massachusetts, whose mission is to help people who have barriers to work obtain employment and achieve greater self-sufficiency through job training, placement, and support services.

Easter Seals New York, Inc. ("ESNY") is a nonprofit entity whose purpose is to provide programs and services for people with disabilities, assistance to people with disabilities and their families, assistance to communities in developing necessary and appropriate resources for residents, and a climate of acceptance for people with disabilities which will enable them to contribute to the well-being of the community.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

On May 1, 2016, ESNY received a contribution in the form of a Red Mango franchise, incorporated as 1184 Deer Park Ave., Inc. ("1184" or "Red Mango"). 1184 was incorporated as a for profit corporation, operating as a social enterprise which includes a training center and employment opportunities for veterans. 1184 ceased operations as of September 6, 2019. The loss related to these operations did not significantly impact operating results for fiscal 2019.

Granite Pathways, Inc. ("GP") is a nonprofit entity whose mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships.

Easter Seals Rhode Island, Inc. ("ESRI") is a nonprofit entity whose purpose is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

Seacoast Pathways, Inc ("Seacoast") is a nonprofit entity whose mission is to support adults living with mental illness on their paths to recovery through the work-ordered day.

Single Stop USA Inc. ("SGST") is a nonprofit entity that provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency.

Benevolent is a nonprofit entity that provides economic wellbeing to individuals and families in need, through non-government sources.

MVLE is a nonprofit entity that provides employment, support and rehabilitation services to individuals with disabilities in the Northern Virginia and Washington, D.C. area.

Fedcap, Inc. ("Fed Inc.") was established as a private, nonprofit organizations under the laws of the State of Delaware. Fed, Inc. was formed to provide workforce development opportunities for people who face barriers to economic well-being.

Easter Seals Central Texas ("ESCT") provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the Central Texas region.

Easter Seals North Texas ("ESNT") provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the North Texas region.

On November 7, 2018, Fedcap UK was established and was registered as a UK Charity. Fedcap UK was founded to allow for the advancement of social inclusion, by enabling economic independence, employment and opportunity to participate in society for socially and economically disadvantaged and disabled individuals through various workforce and economic development, educational and occupational health initiatives.

On December 3, 2018, Fedcap UK acquired Kennedy Scott, Limited (KS), a United Kingdom company through a stock purchase. Kennedy Scott provides high quality job support, placement, retention and related services to people in the United Kingdom.

On February 22, 2019, Fedcap Employment Limited ("FED") was established under the laws of the United Kingdom. Fedcap Employment Limited delivers employability solutions across the United Kingdom to build communities through a blend of local frontline professional teams and like-minded supply chain partners.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

On March 1, 2019, Fedcap Employment Scotland Limited ("FES") was established under the laws of Scotland in the United Kingdom. Fedcap Employment Limited delivers employability solutions across Scotland to build communities through a blend of local frontline professional teams and like-minded supply chain partners.

On March 14, 2019, FES became a majority shareholder of Start Scotland Limited ("SS"). SS is a value-driven organization that strives to put its customers first, understanding their needs and closely engaging with them on a personal level to help them on their journey to employment and training.

On September 30, 2019, ESNY acquired and became the sole member of These Our Treasures, Inc. ("TOTS"), a nonprofit entity whose purpose is to educate young children with developmental disabilities in an atmosphere that embraces and accommodates individual differences and helps children to achieve in the context of the larger classroom and school setting.

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of FEDCAP have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") using the accrual basis of accounting. All intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

In August 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-14, Not-for-Profit Entities (Topic 958): *Presentation of Financial Statements of Not-for-Profit Entities* ("ASU 2016-14"). The ASU amends the current reporting model for not-for-profit organizations and requires certain additional disclosures. The significant changes include:

- Requiring the presentation of two net asset classes classified as "net assets without donor restrictions" and "net assets with donor restrictions";
- Modifying the presentation of underwater endowment funds and related disclosures;
- Requiring the use of the placed in-service approach to recognize the satisfaction of restrictions on gifts used to acquire or construct long-lived assets, absent explicit donor stipulations otherwise;
- Requiring that all not-for-profits present an analysis of expenses by function and nature in a separate statement or in the notes to the financial statements;
- Requiring disclosure of quantitative and qualitative information regarding liquidity;
- Presenting investment return net of external and direct internal investment expenses; and,
- Modifying other financial statement reporting requirements and disclosures intended to increase the usefulness to the reader.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

For the year ended September 30, 2019, FEDCAP adopted the relevant provisions of ASU 2016-14 and similarly revised the presentation of its fiscal 2018 consolidated financial statements to align with the new reporting presentation. A presentation of net assets as previously reported as of September 30, 2018, and as required under ASU 2016-14 follows:

	As previously presented	September 30, 2018 Presentation under ASU 2016-14		
		Without donor restrictions	With donor restrictions	Total
Net assets:				
Unrestricted	\$ 28,407,688	\$ 28,407,688	\$ -	\$ 28,407,688
Temporarily restricted	6,678,580	-	6,678,580	6,678,580
Permanently restricted	1,955,853	-	1,955,853	1,955,853
Total net assets	<u>\$ 37,042,121</u>	<u>\$ 28,407,688</u>	<u>\$ 8,634,433</u>	<u>\$ 37,042,121</u>

FEDCAP classifies its net assets in the following categories:

Net Assets Without Donor Restrictions

Net assets that are not subject to donor-imposed stipulations and are, therefore, available for the general operations of FEDCAP. Net assets without donor restrictions may also be designated for specific purposes by FEDCAP's Board of Directors or may be limited by legal requirements or contractual agreements with outside parties.

Net assets without donor restrictions also includes the portion of net assets in a consolidated subsidiary owned by non-controlling investors and are reflected on the consolidated statements of financial position as net assets without donor restrictions – non-controlling interests.

Net Assets With Donor Restrictions

Represent net assets which are subject to donor-imposed restrictions whose use is restricted by time and/or purpose. Net assets with donor restrictions are subject to donor-imposed restrictions that require FEDCAP to use or expend the gifts as specified, based on purpose or passage of time. When donor restrictions expire, that is, when a purpose restriction is fulfilled or a time restriction ends, such net assets are reclassified to net assets without donor restrictions and reported on the accompanying consolidated statements of activities as net assets released from restrictions.

Contributions with donor-imposed restrictions whose restrictions are met during the same fiscal year in which the contribution was recognized are presented as contribution revenues without donor restrictions on the accompanying consolidated statements of activities.

Net assets with donor restrictions also includes the corpus of gifts, which must be maintained in perpetuity, but allow for the expenditure of net investment income and gains earned on the corpus for either specified or unspecified purposes in accordance with donor stipulations.

The FEDCAP Group
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2019 and 2018

Changes in net assets without donor restrictions and the non-controlling interest in Start Scotland Limited during the year ended September 30, 2019 is summarized below:

	Total Without Donor Restrictions	Without Donor Restrictions	Non-controlling Interest
Balance, September 30, 2018	\$ 28,407,688	\$ 28,407,688	\$ -
Inherent contribution from acquisition of Start Scotland Limited	381,450	194,540	186,910
Change in net assets from operations	350,267	404,144	(53,877)
Change in net assets	731,717	598,684	133,033
Balance, September 30, 2019	\$ 29,139,405	\$ 29,006,372	\$ 133,033

Cash Equivalents

FEDCAP considers all highly liquid debt instruments with a maturity of three months or less at the date of purchase, including investments in short-term certificates of deposit and certain money market funds, to be cash equivalents.

Revenue Recognition

In accordance with FASB Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), FEDCAP recognizes revenue when control of the promised goods or services are transferred to FEDCAP's clients or outside parties in an amount that reflects the consideration FEDCAP expects to be entitled to in exchange for those goods or services. The standard outlines a five-step model whereby revenue is recognized as performance obligations within a contract are satisfied.

ASC 606 also requires new and expanded disclosures regarding revenue recognition to ensure an understanding as to the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. FEDCAP has identified contract services and products revenues and rehabilitation and vocational program revenues as revenue categories subject to the adoption of ASC 606. FEDCAP recognizes revenues from contracts with customers, as goods or services are transferred or provided in accordance with ASC 606.

The results of applying ASC 606 using the modified retrospective approach did not have a material impact on the accompanying consolidated financial statements or the business processes, controls or systems of FEDCAP.

Payments received for in advance of FEDCAP satisfying its performance obligations are recorded within deferred revenue in the accompanying consolidated statements of financial position (\$111,439 and \$397,579, as of September 30, 2019 and 2018, respectively). The changes in deferred revenue were caused by normal timing differences between the satisfaction of performance obligations and customer payments.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

FEDCAP's contracts with customers generally contain terms that are less than one year. Accordingly, FEDCAP elected the practical expedients under ASC 606 to not assess whether a contract has a significant financing component or disclose the information regarding the remaining performance obligations for contracts with customers.

FEDCAP's revenue primarily relates to contract services and products, and rehabilitation and vocational programs. Revenue recognition for these various revenue streams is at the point in time coinciding with the completion of the corresponding performance obligations to customers.

Contract Services and Products

FEDCAP's contract services and products revenue includes HomeCare services, facility services, and other cost recovery contracts. FEDCAP recognizes such revenue ratably over a contract's term for those with fixed rates as the performance obligations are fulfilled accordingly over the corresponding contract term. For performance-based contracts, revenues are recognized in the period when related expenditures have been incurred, milestones have been achieved, or services have been performed in compliance with the respective contracts, which are the performance obligations under the contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

Rehabilitation and Vocational Programs

FEDCAP's rehabilitation and vocational program revenue includes medical services, tuition and job training. FEDCAP recognizes such revenue ratably over a contract's term for those with fixed rates as the performance obligations are fulfilled accordingly over the corresponding contract term. For performance-based contracts, revenues are recognized in the period when related expenditures have been incurred, milestones have been achieved, or services have been performed in compliance with the respective contracts, which are the performance obligations under the contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as net assets with donor restrictions. Contributions with donor restrictions that are received and met in the same fiscal year are recorded as contribution revenues without donor restrictions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions as "net assets released from restrictions" in the accompanying consolidated statements of activities. Conditional contributions are recognized as revenue when the conditions on which they depend are substantially met. Conditional contributions received in advance of meeting the associated contributions are recorded as deferred revenue on the accompanying consolidated statements of financial position (\$1,656,416 and \$3,732,328, as of September 30, 2019 and 2018, respectively). There were no outstanding conditional contributions yet to be received as of September 30, 2019 or 2018.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

FEDCAP recognizes revenue from contributions, grants and contracts in accordance with Accounting Standards Update (ASU) 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Accordingly, FEDCAP evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, FEDCAP applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, FEDCAP evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before FEDCAP is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Receivables and Allowance for Doubtful Accounts

Accounts receivable are derived from contract services and products, and rehabilitation and vocational programs. The carrying value of contributions and grants and accounts receivable are reduced by an appropriate allowance for uncollectible accounts, and therefore approximates net realizable value. FEDCAP determines its allowance by considering a number of factors, including the length of time receivables are past due, FEDCAP's previous loss history, the donor's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Receivables outstanding longer than the payment terms are considered past due. FEDCAP writes off accounts receivable when they become uncollectible, and payments subsequently received on such receivables are recorded as income in the period received.

Inventories

Inventories, mainly consisting of distress marker light products and related components, are valued at the lower of cost or net realizable value. Cost is determined principally by the first-in, first-out method.

Fixed Assets

Fixed assets purchased for a value greater than \$5,000 and with depreciable lives greater than one year are carried at cost, net of accumulated depreciation. Depreciation is provided over the estimated useful life of the respective asset and ranges from 3 to 40 years. Significant additions or improvements extending asset lives are capitalized; normal maintenance and repair costs are expensed as incurred. Leasehold improvements are amortized based on the lesser of the estimated useful life or remaining lease term.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities. The classification is based on the function and nature of expenses directly used in the program. Common expenses are allocated to the programs and supporting services based on the benefit derived. The methods used for the allocation include square footage and actual percentage of time dedicated to the program or supporting service.

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide for commissions to be paid to these organizations in the range of 0.85% to 4.00% of the contract amount. Commissions paid relating to these contracts amounted to \$2,987,996 and \$2,401,578 for the years ended September 30, 2019 and 2018, respectively, and are included within contract services and products expense in the accompanying consolidated statements of activities.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These estimates and assumptions relate to estimates of collectability of accounts receivable, accruals, useful life of property, plant, and equipment, and impairment of long-lived assets. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The fair value of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other liabilities approximates their carrying value due to their short-term maturities. The fair value of long-term debt approximates carrying value based on current interest rates for similar instruments.

Fair Value Measurements

FEDCAP follows guidance for fair value measurements that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements. It maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the transparency of inputs as follows:

- Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.
- Level 2 - Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the measurement date. The nature of these securities include investments for which quoted prices are available but traded less frequently and investments that are fair valued using other securities, the parameters of which can be directly observed.
- Level 3 - Securities that have little to no pricing observability as of the measurement date. These securities are measured using management's best estimate of fair value, where the inputs into the determination of fair value are not observable and require significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the entity. FEDCAP considers observable data to be that market data that is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to FEDCAP's perceived risk of that instrument.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

Beneficial Interest in Trusts

Donors have established and funded trusts held by third parties under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. FEDCAP's beneficial interest in trusts consists of interests in both charitable remainder trusts and perpetual trusts. Under charitable remainder trusts, FEDCAP will receive the assets remaining in the trust upon the termination of the trust. Under perpetual trusts, FEDCAP has the irrevocable right to receive all or a portion of the income earned on the trust assets either in perpetuity or for the life of the trust. FEDCAP recognizes its interest in trusts as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts. Fluctuations in the fair value of these assets are recorded as changes in net assets with donor restrictions in the accompanying consolidated statements of activities.

At September 30, 2019 and 2018, FEDCAP's interest in these trusts is reflected at fair value in the accompanying consolidated statements of financial position and is classified as Level 3 within the fair value hierarchy.

	2019	2018
Balance, beginning of year	\$ 4,646,739	\$ 628,759
Contributions / additions	-	4,024,343
Distributions	(58,034)	(5,911)
Depreciation	(76,360)	(452)
Balance, end of year	<u>\$ 4,512,345</u>	<u>\$ 4,646,739</u>

Impairment of Long-lived Assets

FEDCAP reviews the carrying values of its long-lived assets, including property and equipment and other assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset.

If estimated future net cash flows are less than the carrying amount of the asset, the asset is considered impaired and an expense is recorded in an amount to reduce the carrying amount of the asset to its fair value.

Tax-Exempt Status

FEDCAP follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

FEDCAP is exempt from federal income tax under IRC section 501(c)(3), though it is subject to tax on income unrelated to their respective exempt purpose, unless that income is otherwise excluded by the Code. These organizations have processes presently in place to ensure the maintenance of their tax-exempt status; to identify and report unrelated income; to determine their filing and tax obligations in jurisdictions for which they have nexus; and to identify and evaluate other matters that may be considered tax positions. FEDCAP has determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

Goodwill

Goodwill was established through the acquisition of Kennedy Scott. The value reported on the accompanying consolidated statement of financial position represents the residual difference between the consideration paid and the fair value of the net assets acquired. FEDCAP has elected under relevant guidance to amortize goodwill on a straight-line basis over 10 years and to perform a goodwill impairment analysis at the entity or reporting unit level when a triggering event occurs that indicates the fair value of the entity or reporting unit may be below its carrying amount. No impairment charges were recorded during fiscal 2019.

NOTE 3 - CONTRIBUTIONS AND GRANTS RECEIVABLE

At September 30, 2019 and 2018, contributions and grants receivable, net of the allowance for doubtful accounts, consisted of the following:

	2019	2018
Amounts due within one year	\$ 4,602,341	\$ 1,237,222
Amounts due in one to five years	-	309,306
	<u>4,602,341</u>	<u>1,546,528</u>
Less: allowance for uncollectible receivables	(250,000)	(250,000)
	<u>\$ 4,352,341</u>	<u>\$ 1,296,528</u>

Approximately 36% and 26% of the contributions and grants receivable (gross) is due from one donor at September 30, 2019 and 2018, respectively.

NOTE 4 - INVESTMENTS

Investments, at fair value, consisted of the following at September 30:

	2019	2018
Money market funds	\$ 288,173	\$ 5,329,461
Mutual funds	8,415,739	12,897,809
	<u>\$ 8,703,912</u>	<u>\$ 18,227,270</u>

FEDCAP's mutual fund investments are classified as Level 1 within the fair value hierarchy. FEDCAP's money market fund investments do not meet the definition of a security under US GAAP, and as such, the disclosure requirements for fair value measurements are not applicable.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

NOTE 5 - INVENTORIES, NET

Inventories consisted of the following at September 30:

	2019	2018
Inventories:		
Raw materials	\$ 86,883	\$ 219,880
Work-in-process and finished goods	114,810	114,810
Reserve	(90,000)	(90,000)
	<u>\$ 111,693</u>	<u>\$ 244,690</u>

NOTE 6 - PROPERTY, PLANT AND EQUIPMENT, NET

Fixed assets, net, consisted of the following at September 30:

	2019	2018
Land	\$ 1,617,809	\$ 1,017,809
Building improvements	4,206,798	3,492,788
Buildings	40,342,758	37,052,760
Capital lease - building	35,918,547	35,918,547
Furniture, fixtures and computer systems	18,493,480	14,157,674
Leasehold improvements	9,802,911	9,143,432
	<u>110,382,303</u>	<u>100,783,010</u>
Less: accumulated depreciation	<u>(23,643,153)</u>	<u>(18,712,293)</u>
	<u>\$ 86,739,150</u>	<u>\$ 82,070,717</u>

Depreciation and amortization expense for the years ended September 30, 2019 and 2018 was \$4,977,686 and \$4,432,003, respectively.

NOTE 7 - CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%. FRS accounted for this agreement as a capital lease, and as such, the related cost of \$35,918,547 representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within "property, plant and equipment, net" in the accompanying consolidated statements of financial position at September 30, 2019 and 2018. Depreciation expense of \$1,238,571 was recorded in fiscals 2019 and 2018. The outstanding principal balance on the lease, inclusive of accrued interest expense, as of September 30, 2019 and 2018, is \$36,246,919 and \$36,353,740, respectively.

During fiscal 2015, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$22,074, principal and interest are paid monthly. As of September 30, 2019, and 2018, accumulated depreciation associated with this lease agreement is \$19,867 and \$15,452, respectively. The outstanding principal balance on the lease as of September 30, 2019 and 2018, is \$2,207 and \$6,622, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

During fiscal 2016, CWS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$44,464, principal and interest are paid monthly. As of September 30, 2019, and 2018, accumulated depreciation associated with this lease agreement is \$40,018 and \$31,125, respectively. The outstanding principal balance on the lease as of September 30, 2019 and 2018, is \$4,446 and \$13,339, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$80,785, principal and interest are paid monthly. As of September 30, 2019, and 2018, the accumulated depreciation balance was \$68,277 and \$ 52,511, respectively. The outstanding principal balance on the lease as of September 30, 2019 and 2018, was \$12,508 and \$28,627, respectively. The maturity date is June 30, 2020 and the interest rate is fixed at 6.97%.

In 2015 and 2016, ESCT obtained financing pursuant to a capital lease to finance equipment in the amount of \$109,418, principal and interest are paid monthly. As of September 30, 2019 and 2018, the accumulated depreciation balance was \$27,671 and \$5,534, respectively. The outstanding principal balance on the leases as of September 30, 2019 and 2018 was \$24,200 and \$47,190, respectively. The maturity dates run through May 14, 2021 with varying interest rates from 0% - 0.99%.

During fiscal 2018, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$128,298, principal and interest are paid monthly. As of September 30, 2019 and 2018, the accumulated depreciation balance was \$61,233 and \$35,573, respectively. The outstanding principal balance on the lease as of September 30, 2019 and 2018 was \$67,702 and \$93,362, respectively. The maturity dates are through June 30, 2022 and the interest rate is fixed at 6.70% and 8.00%.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$370,074, principal and interest are paid monthly. As of September 30, 2019 and 2018, the accumulated depreciation balance was \$160,373 and \$122,766, respectively. The outstanding principal balance on the lease as of September 30, 2019 and 2018 was \$171,435 and \$248,418, respectively.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$82,264 principal and interest are paid monthly. As of September 30, 2019 and 2018, accumulated depreciation associated with these lease agreements was \$31,367 and \$13,914, respectively. The outstanding principal balance on the lease as of September 30, 2019 and 2018 was \$51,454 and \$77,578, respectively. The maturity dates are through November 30, 2022 and the interest rate varies from 7.10% to 7.45%.

On September 14, 2018, FRS obtained financing pursuant to a capital lease to finance office furniture in the amount of \$463,495, principal and interest are paid monthly. As of September 30, 2019 and 2018, the accumulated depreciation balance was \$66,213 and \$0, respectively. The outstanding principal balance on the lease as of September 30, 2019 and 2018 was \$347,621 and \$440,320, respectively. The maturity dates are through June 2023 and the interest rate is 6.58%.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2019:

<u>Year Ending September 30,</u>	
2020	\$ 2,155,006
2021	2,159,924
2022	2,086,625
2023	1,994,784
2024	1,911,084
Thereafter	<u>50,775,198</u>
Total minimum lease payments	61,082,621
Less: Amount representing interest	<u>(24,154,129)</u>
Present value of net minimum lease payments	<u>\$ 36,928,492</u>

NOTE 8 - REVOLVING LOANS***Israel Discount Bank of New York***

FRS entered into a revolving loan agreement with Israel Discount Bank of New York ("IDB") to finance working capital needs with an aggregate principal amount not to exceed \$25,000,000. The line is collateralized by FEDCAP's accounts receivable and was extended during fiscal 2019 to mature on October 17, 2020. The interest rate for the revolving loan agreement is the Prime Rate. As of September 30, 2019, and 2018, FRS had borrowings on this line of credit of \$23,653,273 and \$14,653,273, respectively, at an interest rate of 5.50% and 5.25%, respectively.

RBS Citizens Bank, N.A.

ESNY has an agreement with RBS Citizens Bank, N.A for a \$3,000,000 revolving line of credit with FRS as the co-borrower, which matured on December 15, 2018 and was subsequently extended until May 2019. Communications with the bank regarding refinancing of this line of credit are in process as of the date that the accompanying consolidated financial statements were available to be issued. As of September 30, 2019, and 2018, ESNY had borrowings on this line of credit of \$3,000,000, at an interest rate of 4.1% and 4.5%, respectively.

Frost Bank

ESCT obtained an uncollateralized revolving line of credit with Frost Bank with a \$200,000 limit that matured on February 6, 2019, upon which the balance was repaid in full. As of September 30, 2018, ESCT had borrowings on this line of credit of \$200,000 at a floating interest rate, defined as 1.75% plus the financial institution's prime rate.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

NOTE 9 - LONG-TERM DEBT***Notes Payable***

On October 21, 2004, TOTS entered into a \$700,000 mortgage note payable to finance the acquisition of the building located in Bronx, New York. The note was secured by the property and all of the assets of TOTS. The interest rate is 5.0% and principal and interest of \$4,960 is payable monthly through the maturity date of November 1, 2024. At September 30, 2019, the outstanding principal balance was \$270,015.

On December 5, 2014, ESNY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The note was secured by the property and is guaranteed by FEDCAP. The interest rate is 3.66% for the first 60 months then, as of the first day of the sixty-first month, the interest rate will reset to 1.75% in excess of the then bank's five-year Cost of Funds. In no event shall the reset rate be less than 3.66%. Principal and interest of \$9,153 is payable monthly through the maturity date of January 1, 2025. At September 30, 2019 and 2018, the outstanding principal balance was \$1,789,338 and \$1,832,909, respectively.

On November 4, 2016, MVLE entered into a \$350,000 note payable with Union Bank & Trust. The note is secured by accounts receivable and equipment. The interest rate is 4.5% and principal and interest are paid monthly. The note matures in November 2019. As of September 30, 2019 and 2018, the outstanding principal balance was \$20,725 and \$142,471, respectively.

On Dec 13, 2016, ESCT entered into a \$18,558 note payable with J.P. Morgan Chase Bank, N.A. The note is secured by the assets of ESCT. The interest rate is 6.1% and principal and interest are paid monthly. The note matures in December 2021. As of September 30, 2019 and 2018, the outstanding principal balance was \$9,060 and \$12,702, respectively.

On May 18, 2017, ESCT entered into a \$243,650 note payable with Wells Fargo, N.A. The note was secured by accounts receivable and equipment. The interest rate was defined at a variable rate plus prime and principal and interest are paid monthly. As of September 30, 2018, the outstanding principal balance was \$151,086. During the year ended September 30, 2019, the note was paid in full.

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033. The Series A bonds were placed with IDB and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2019 and 2018. At September 30, 2019 and 2018, the outstanding principal balance of the Series 2013A bonds was \$16,510,000 and \$17,025,000, respectively.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

In December 2010, ESNY in connection with the Monroe County Industrial Development Corporation and RBS Citizens Bank, N.A. issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds ("Series 2010"). The Series 2010 bonds were used to finance the acquisition of certain property located in Irondequoit, New York and to refinance certain ESNY debt. The Series 2010 bonds are secured by a mortgage on all properties and improvements financed by the bond and are guaranteed by FRS. ESNY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee as defined in the agreement. The agreement also requires bank approval prior to ESNY incurring additional indebtedness. The Series 2010 bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016 and thereafter every five years through June 1, 2036. At September 30, 2019 and 2018, the outstanding principal balance of the Series 2010 bonds was \$4,257,410 and \$4,399,430, respectively.

On February 23, 2011, ESNY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Bonds. The swap agreement had an outstanding notional amount of \$4,245,960 and \$4,388,460 at September 30, 2019 and 2018, respectively. The outstanding notional amount decreases, in conjunction with bond principal reductions, until the agreement terminates in January 2031. ESNY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of the sum of the monthly LIBOR rate plus 2.65% (1.39% and 3.34% at September 30, 2019 and 2018, respectively)). The fair value of the interest rate swap agreement as of September 30, 2019 and 2018 reflected a liability of \$711,129 and \$355,400, respectively. The swap is included within other liabilities in the accompanying consolidated statement of financial position and is classified as Level 2 within the fair value hierarchy.

In December 2017, FEDCAP entered into a loan agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the renovation, equipping and furnishing of the improvements of the sixth floor located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$9,280,000 of tax-exempt revenue bonds ("Series 2017A") and \$715,000 of taxable revenue bonds ("Series 2017B"). Monthly payments of interest commenced in February 2018. The Series 2017A bonds have a coupon rate of 3.9% with a maturity date of December 1, 2042. The Series 2017B bonds have a coupon rate of 4.5% with a maturity date of December 1, 2027. The 2017A and 2017B bonds were placed with TD Bank. At September 30, 2019 and 2018, the outstanding principal balance of the Series 2017A and 2017B bonds was \$9,498,448 and \$9,788,594, respectively.

The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2019:

	Notes Payable	Bonds Payable	Total
Year Ending September 30,			
2020	\$ 124,994	\$ 992,424	\$ 1,117,418
2021	99,250	1,019,829	1,119,079
2022	99,353	1,062,372	1,161,725
2023	103,907	1,105,555	1,209,462
2024	108,440	1,148,618	1,257,058
Thereafter	1,553,194	24,937,060	26,490,254
Total	<u>\$ 2,089,138</u>	<u>\$ 30,265,858</u>	32,354,996
Less: current portion			(1,117,418)
Less: bond issuance cost			(868,732)
Long-term debt, net of current portion			<u>\$ 30,368,846</u>

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

NOTE 10 - ADVANCES FROM GOVERNMENT AGENCY

On August 30, 2018 FEDCAP received a loan of \$1,485,361 from the Fund for the City of New York to cover operating expenses pending contract registration and receipt of funds from HRA. This loan is non-interest bearing and will be repaid no later than 30 days from the date of the loan, upon receipt of the funds from HRA or on demand for payment by the Fund for the City of New York. At September 30, 2018, the balance from this loan was \$1,485,361. This loan was repaid in January 2019.

In August 2019, FEDCAP received contract advances in the amounts of \$314,647 and \$118,750 from the New York City Human Resources Agency and the Mayor's Office of Criminal Justice, respectively, which are payable as of September 30, 2019. These advances are non-interest bearing and will be offset by future receivables within these programs.

NOTE 11 - FORGIVEABLE CAPITAL ADVANCES

ESCT has received financial assistance for property acquisition costs from Housing and Urban Development ("HUD") and the Austin Housing Finance Corporation ("AHFC"). Under the terms of the agreements, funds were provided to ESCT in the form of forgivable capital advances to purchase thirty-four housing entities. The principle and any interest are not due and will be forgiven upon maturity, as long as ESCT continues to meet the requirements to maintain the housing units available for low income persons with disabilities. ESCT believes that the possibility that repayment will occur is remote and as such that the treatment of the advance as a contribution upon receipt is appropriate. Accordingly, the advances were recorded as contributions with donor restrictions that are released from restriction over the life of the agreement.

The FEDCAP Group
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2019 and 2018

The following table summarizes the forgivable capital advances as of September 30, 2019:

	<u>Amount of Original Advance</u>
Housing I U.S. Department of Housing and Urban Development, interest rate of 5.375%, due unless forgiven on October 11, 2045, secured by six rental housing units. At September 30, 2019, \$269,310 was included in net assets with donor restrictions related to the Note.	\$ 413,000
Housing II U.S. Department of Housing and Urban Development, interest rate of 5.250%, due unless forgiven on April 1, 2048, secured by ten rental housing units. At September 30, 2019, \$509,927 was included in net assets with donor restrictions related to the Note.	713,600
City of Austin passed through Austin Housing Finance Corporation, interest rate of 0%, due unless forgiven on May 1, 2049, secured by ten rental housing units. As of September 30, 2019, \$369,792 was included in net assets with donor restrictions related to the Note.	500,000
Housing III U.S. Department of Housing and Urban Development, interest rate of 4.125%, due unless forgiven on December 1, 2050, secured by eight rental housing units. At September 30, 2019, \$576,505 was included in net assets with donor restrictions related to the Note.	739,900
City of Austin passed through Austin Housing Finance Corporation, interest rate of 0%, due unless forgiven on November 30, 2050, secured by eight rental housing units. At September 30, 2019, \$385,485 was included in net assets with donor restrictions related to the Note.	494,740
Housing IV U.S. Department of Housing and Urban Development, interest rate of 4.125%, due unless forgiven on February 15, 2053, secured by ten rental housing units. At September 30, 2019, \$894,230 was included in net assets with donor restrictions related to the Note.	1,070,400
City of Austin passed through Austin Housing Finance Corporation, interest rate of 0%, due unless forgiven on February 28, 2053, secured by ten rental housing units. At September 30, 2019, \$522,051 was included in net assets with donor restrictions related to the Note.	<u>624,898</u>
Total	<u>\$ 4,556,538</u>

The FEDCAP Group
NOTES TO FINANCIAL STATEMENTS - CONTINUED
September 30, 2019 and 2018

NOTE 12 - COMMITMENTS AND CONTINGENCIES

FEDCAP has leases for offices, program related facilities, and equipment expiring at various dates through 2032. The approximate future minimum lease commitments under existing operating leases are as follows:

<u>Year Ending September 30,</u>	
2020	\$ 5,581,739
2021	5,042,998
2022	4,752,045
2023	3,084,738
2024	2,816,225
Thereafter	<u>7,188,437</u>
 Total	 <u>\$ 28,466,182</u>

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of \$467,126 and \$1,669,702 at September 30, 2019 and 2018, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was \$11,665,549 and \$12,639,752 for the years ended September 30, 2019 and 2018, respectively.

FEDCAP sublets a portion of its facilities to tenants under operating leases that expire at various dates through December 2025. For the years ended September 30, 2019 and 2018, rental income from these subleases was \$1,395,310 and \$562,172, respectively. The future minimum sublease rental payments to be received are as follows:

<u>Year Ending September 30,</u>	
2020	\$ 1,725,831
2021	1,628,231
2022	1,579,431
2023	1,440,344
2024	1,231,623
Thereafter	<u>560,734</u>
 Total	 <u>\$ 8,166,194</u>

FEDCAP is engaged in various lawsuits incidental to its operations. In the opinion of management, the ultimate outcome of pending litigation will not have a material adverse effect on the consolidated financial position and results of operations of FEDCAP.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

FEDCAP participates in a number of federal and state programs. These programs require that FEDCAP comply with certain requirements of laws, regulations, contracts, and agreements applicable to the programs in which it participates. All funds expended in connection with government grants and contracts are subject to audit by government agencies. While the ultimate liability, if any, from such audits of government contracts by government agencies is presently not determinable, it should not, in the opinion of management, have a material effect on FEDCAP's financial position or change in net assets. Accordingly, no provision for any such liability that may result has been made in the accompanying consolidated financial statements.

NOTE 13 - TUITION REVENUE

FEDCAP receives funding for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income, which equaled net tuition income, was \$619,891 and \$1,012,460 for the years ended September 30, 2019 and 2018, respectively, and has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities.

NOTE 14 - NET ASSETS

Net assets with donor restrictions were restricted for the following purposes as of September 30, 2019 and 2018:

	2019	2018
For use in future periods for:		
Employment and job search programs	\$ 116,380	\$ 122,221
ESCT HUD capital advances	3,527,300	3,641,213
Time restricted - beneficial interest in remainder trust	2,540,391	2,765,886
Time restricted - general	297,700	149,260
	<u>6,481,771</u>	<u>6,678,580</u>
Beneficial interest in perpetual trusts and endowment funds subject to appropriation and satisfaction of donor restrictions	<u>2,017,769</u>	<u>1,955,853</u>
Total	<u>\$ 8,499,540</u>	<u>\$ 8,634,433</u>

Beneficial interest in perpetual trusts and endowment funds are comprised of the following as of September 30, 2019 and 2018:

	2019	2018
Easter Seals - beneficial interest in perpetual trusts	\$ 1,935,001	\$ 1,880,853
ReServe endowment	75,000	75,000
Community Work Services endowment	7,768	7,768
	<u>\$ 2,017,769</u>	<u>\$ 1,955,853</u>

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

Net assets released from restrictions during the years ended September 30, 2019 and 2018 were as follows:

	2019	2018
Employment and job search programs	\$ 30,841	\$ 490,089
ESCT HUD capital advances	113,913	915,325
Time restricted	-	1,440,130
Total	<u>\$ 144,754</u>	<u>\$ 2,845,544</u>

NOTE 15 - RELATED PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP are associated with a law firm that has provided legal services to FEDCAP with fees of \$247,849 and \$381,465 during the years ended September 30, 2019 and 2018, respectively.

A CWS Board member is a trustee of the Eaton Fund. CWS leases its facilities from the Eaton Fund. Rent paid to Eaton Fund for each of the years ended September 30, 2019 and 2018 was \$129,996.

NOTE 16 - EMPLOYEE BENEFIT PLANS

Effective January 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employee voluntary salary reduction contributions. Employees are eligible to participate in the plan as of their employment date.

Effective October 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employees working on government contracts with a defined contribution pension plan based on a contractual formula. Employees are eligible to participate in the plan upon satisfactory completion of a three-month probationary period.

Effective October 1, 1994, FEDCAP established a Defined Contribution Plan under Section 403(b) of the Internal Revenue Code for qualified participants, primarily employees who do not work on contracts. In November 1, 2010, the Defined Contribution Plan was amended to allow all employees to participate in the plan immediately upon hire. FEDCAP matches employee contributions up to 3% of their salaries. Employer matching contributions fully vest after three years of employment.

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plans amounted to \$6,792,107 and \$6,648,313 for the years ended September 30, 2019 and 2018, respectively.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

NOTE 17 - ACQUISITIONS

On October 31, 2017, FEDCAP entered into a combination agreement with Benevolent to become its sole member. This combination was predicated on the similarities of mission and enhancement of our ability to provide economic wellbeing for the individuals we serve. The combination further diversifies funding to individuals and families in need, through non-government sources. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of \$1,231 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On April 1, 2018, FEDCAP entered into a combination agreement with MVLE to become its sole member. MVLE provides employment, support and rehabilitation services to individuals with disabilities in the Northern Virginia and Washington, D.C. area. This combination was predicated on the synergies of mission and geographic expansion of services in the Mid-Atlantic Region. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of \$3,644,595 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On July 1, 2018, FEDCAP entered into a combination agreement with Easter Seals Central Texas ("ESCT") to become its sole member. ESCT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the Central Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESCT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of \$4,368,955 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On July 1, 2018, FEDCAP entered into a combination agreement with Easter Seals North Texas ("ESNT") to become its sole member. ESNT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the North Texas region. This combination was predicated on the similarities of mission and geographic expansion of services into the Southwest Region. The addition of ESNT expands the core services to the populations served through our Easter Seals brand whose current operations are in New York and Rhode Island. This acquisition was affected without the transfer of consideration, and as such an inherent contribution of \$5,447,649 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

On December 3, 2018, FEDCAP acquired Kennedy Scott, Limited ("KS"), a United Kingdom company through a stock purchase. KS provides high quality job support, placement, retention and related services to people in the United Kingdom. This combination was predicated on geographic expansion of core services into the United Kingdom. The acquisition was affected by the transfer of consideration in the amount of \$610,689. Goodwill in the amount of \$761,776 was recognized, which represented the consideration paid less the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

On March 14, 2019, Fedcap Employment Scotland became a 51% majority shareholder of Start Scotland Limited ("SS"). SS is a value-driven organization that strives to put its customers first, understanding their needs and closely engaging with them on a personal level to help them on their journey to employment and training. This joint venture was predicated on further geographic expansion into specific regions within the United Kingdom. This transaction was affected without any consideration, and as such, an inherent contribution of \$381,450 was recognized which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed. The minority interest in the joint venture is reflected as non-controlling interest on the accompanying consolidated statements of financial position.

On September 30, 2019, ESNY acquired and became the sole member of These Our Treasures, Inc. ("TOTS"), a nonprofit entity whose purpose is to educate young children with developmental disabilities in an atmosphere that embraces and accommodates individual differences and helps children to achieve in the context of the larger classroom and school setting. The combination was predicated on similarities of missions with our Easter Seals brand and expands the select group of population being served. This acquisition was affected without the transfer of consideration, and as such, an inherent contribution of \$4,390,122 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisitions for the year ended September 30, 2019:

	Inherent Contribution			Kennedy Scott Ltd.	Total
	TOTS	Start Scotland JV	Total		
Cash and cash equivalents	\$ 628,040	\$ 307,425	\$ 935,465	\$ 31,128	\$ 966,593
Accounts receivables, net	146,372	512,159	658,531	583,083	1,241,614
Contributions receivables	50,852	-	50,852	-	50,852
Inventories	259	-	259	-	259
Prepaid expenses	2,886	39,879	42,765	78,441	121,206
Other assets	-	-	-	31,478	31,478
Property and equipment, net	3,980,000	61,405	4,041,405	61,690	4,103,095
Accounts payable and accrued liabilities	(113,016)	(539,418)	(652,434)	(936,907)	(1,589,341)
Deferred liabilities	(35,256)	-	(35,256)	-	(35,256)
Notes payable	(270,015)	-	(270,015)	-	(270,015)
Net assets (deficit)	<u>\$ 4,390,122</u>	<u>\$ 381,450</u>	<u>\$ 4,771,572</u>	<u>\$ (151,087)</u>	<u>\$ 4,620,485</u>

NOTE 18 - CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 23% and 22% of total revenues during the years ended September 30, 2019 and 2018, respectively. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 7% of total revenues during the years ended September 30, 2019 and 2018.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

Financial instruments that potentially subject FEDCAP to concentrations of credit and market risk consist principally of cash and cash equivalents on deposit with financial institutions, which from time to time may exceed the Federal Deposit Insurance Corporation ("FDIC") limit. Management does not believe that a significant risk of loss exists due to the failure of a financial institution.

NOTE 19 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

FEDCAP regularly monitors liquidity required to meet its operating needs and other contractual commitments. FEDCAP has various sources of liquidity at its disposal, including cash and cash equivalents, marketable debt and equity securities, and lines of credit. See note 8 for information about FEDCAP's lines of credit.

For purposes of assessing resources available to meet general expenditures over a 12-month period, FEDCAP considers all expenditures related to its ongoing activities.

In addition to financial assets available to meet general expenditures over the next 12 months, FEDCAP operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures.

As of September 30, 2019, the following tables show the total financial assets held by FEDCAP and the amounts of those financial assets that could readily be made available within one year of the balance sheet date to meet general expenditures:

Financial assets available to meet general expenditures over the next 12 months:

Cash and cash equivalents	\$ 9,821,462
Accounts receivable, net	54,652,438
Contributions receivable, net	4,352,341
Investments convertible to cash over the next 12 months	8,703,912
Total financial assets available within the next 12 months	<u>77,530,153</u>
Less amounts unavailable for general expenditure due to:	
Donor-imposed restrictions	(3,726,448)
Minimum liquidity requirement under borrowing arrangements	<u>(4,000,000)</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 69,803,705</u>

FEDCAP had negative cash flows from operations for the years ended September 30, 2019 and 2018 of approximately \$11,500,000 and \$5,500,000, respectively. This operational decrease in cash during fiscal 2019 is primarily due to an increase in FEDCAP's receivable balances, which is mainly due to delayed payments from government funders. This delay also required FEDCAP to further draw on its line of credit during fiscal 2019 in order to provide additional working capital. Continued operations of FEDCAP are dependent upon FEDCAP's ability to maintain its revenue levels while increasing margins and collecting on its outstanding receivables. Additionally, FEDCAP will need to refinance its existing debt arrangements which are coming due during fiscal 2020 and 2021. The accompanying consolidated financial statements have been prepared on a basis which assumes the realizations of assets and the satisfaction of liabilities and commitments in the normal course of FEDCAP's business.

The FEDCAP Group

NOTES TO FINANCIAL STATEMENTS - CONTINUED

September 30, 2019 and 2018

NOTE 20 - SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2019 consolidated financial statements for subsequent events through August 14, 2020, the date the consolidated financial statements were available for issuance. FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements, except as noted below.

On January 10, 2020 FEDCAP formed Fedcap Canada, Inc., which began operations in Canada on April 1, 2020.

On January 16, 2020 FEDCAP entered an Asset Purchase Agreement with Breton International, Inc, for the purchase of the school it operates under the name APEX Technical School. FEDCAP formed Fedcap APEX Acquisition, LLC to house this school.

The COVID-19 pandemic, the effects of which first became known in January 2020, is having a broad and negative impact on commerce and financial markets around the world. The United States and global markets experienced significant declines in value resulting from uncertainty caused by the pandemic. FEDCAP is closely monitoring cash flows, working capital and liquidity and is actively working to minimize the impact of these declines. The extent of the impact of COVID-19 on FEDCAP's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impact on timely collection of receivables, federal and state funding, customers, employees and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact FEDCAP's financial position and changes in net assets and cash flows is uncertain and the accompanying consolidated financial statements do not include any adjustments relating to the effects of this pandemic.

SUPPLEMENTARY INFORMATION

The FEDCAP Group
 CONSOLIDATED STATEMENT OF FINANCIAL POSITION
 As of September 30, 2019

	Fedcap Rehabilitation Services, Inc.	Fedcap Inc.	Waters Services Corporation	Indefinite	Community Work Services	Exeter South Star Staff	Exeter Furniture	Real Storage	Exeter South Rebate Island	Single Staff	Exeter Furniture	Exeter Furniture	WVLE	Exeter South Control 2 LLC	Exeter South North 7 LLC	Fedcap LLC	Trust for Trustee	Eliminate	Consolidated
ASSETS																			
CURRENT ASSETS																			
Cash and bank equivalents	\$ 2,000,973	\$ 47,660	\$ 428,190	\$ 151,129	\$ 1,146,681	\$ 428,520	\$ 98,467	\$ 35,948	\$ 154,887	\$ 464,487	\$ 384	\$ 31,774	\$ 1,084,143	\$ 389,648	\$ 369,241	\$ 1,009,694	\$ 638,648	\$ -	\$ 8,521,407
Accounts receivable (net of allowance for doubtful accounts of approximately \$2,148,887 in 2019 and \$4,827,600 in 2018)	38,661,375	138,612	8,528,782	1,273,993	686,689	7,224,647	1,912,332	489,764	144,816	-	-	-	2,342,266	1,091,262	1,368,261	1,097,128	148,272	-	84,982,436
Prepaid amounts receivable	167,661,863	1,369,726	37,361,873	12,668,612	16,389,646	25,133,946	4,389,266	768,161	3,328,323	48,492,899	227,741	14,328	7,268,661	162,246	1,464,866	-	-	(218,818,114)	-
Contributions and grants receivable (net of allowance for construction distributions of approximately \$288,808 in 2019 and 2018)	669,632	-	25,628	-	36,237	266,468	274	-	13,222	7,462,127	2,388	-	48,263	584,688	-	-	80,882	-	(4,382,261)
Investments, net	111,434	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	228	-	111,662
Prepaid expenses and other assets	8,499,277	-	14,915	-	1,663	562,736	21,426	16,827	7,672	738,112	-	-	178,643	164,266	86,384	387,272	2,886	-	11,666,886
Total prepaid assets	209,728,774	1,778,422	64,746,771	14,286,131	17,269,152	34,228,246	4,824,268	814,734	3,973,612	64,236,264	228,478	66,118	3,995,666	2,928,467	2,239,164	3,816,163	626,168	(218,818,114)	77,583,766
Investments	1,677,609	-	-	136,587	-	387,679	-	-	11,248	-	3,142	-	-	119,468	576,328	-	-	-	4,265,912
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	791,776
Property, plant and equipment, net	65,583,158	-	-	25,663	238,676	7,111,627	68,428	78,548	24,828	1,644,518	-	-	1,371,627	3,769,422	243,828	165,328	3,688,603	-	86,728,188
Art objects	31,728	-	-	-	-	-	-	-	-	-	-	-	-	-	22,389	-	-	-	43,969
Beneficial interest in trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	1,822,938	-	-	-	-	4,912,248
Other assets	497,825	-	-	-	-	-	-	-	-	-	-	-	245,428	-	81,151	-	-	-	434,132
Total other assets	76,267,176	-	-	144,215	243,676	7,271,799	68,428	78,548	24,828	1,644,518	3,142	-	1,620,625	3,888,275	4,639,636	948,616	3,988,603	-	101,193,245
Total assets	\$ 246,187,913	\$ 1,778,422	\$ 64,746,771	\$ 14,429,296	\$ 17,498,272	\$ 42,861,486	\$ 4,872,726	\$ 891,268	\$ 4,843,768	\$ 65,268,264	\$ 228,612	\$ 66,118	\$ 7,008,618	\$ 4,008,322	\$ 7,499,892	\$ 4,264,446	\$ 4,988,489	\$ (218,818,114)	\$ 178,789,814
LIABILITIES AND NET ASSETS																			
CURRENT LIABILITIES																			
Accounts payable and accrued liabilities	\$ 27,126,916	\$ 38,246	\$ 428,728	\$ 182,286	\$ 367,891	\$ 1,469,481	\$ 226,327	\$ 29,874	\$ 129,374	\$ 4,176,489	\$ 210	\$ 16,888	\$ 1,899,227	\$ 1,229,287	\$ 468,687	\$ 2,351,761	\$ 113,619	\$ -	\$ 36,681,267
Prepaid amounts payable	142,349,248	1,728,466	43,226,213	16,216,547	17,834,518	82,866,275	7,898,284	1,388,884	4,386,586	37,244,794	434,161	368,288	2,626,762	3,276,867	1,809,229	1,917,782	-	(218,818,114)	-
Deferred revenues	14,538	-	-	-	-	-	-	-	1,727,466	-	-	-	-	-	16,827	168,636	35,298	-	(428,287)
Advances from government agency	428,287	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,772,438
Current revolving loans	-	-	-	-	-	3,888,000	-	-	-	-	-	-	-	-	-	-	-	-	3,888,000
Current portion of obligations under capital leases	2,866,875	-	-	-	4,446	45,268	-	-	-	-	-	-	-	-	16,919	-	-	-	2,156,806
Notes payable - secured	528,154	-	-	-	-	799,615	-	-	-	-	-	-	-	-	18,448	-	-	-	1,117,416
Total current liabilities	173,668,696	1,766,654	44,291,626	16,581,130	18,127,356	37,498,649	7,204,611	1,384,466	4,664,266	42,347,662	428,288	317,288	4,234,401	4,249,771	2,184,957	4,262,911	768,128	(218,818,114)	48,976,828
Capital lease obligations	34,728,969	-	-	-	-	24,642	-	-	-	-	-	-	-	8,281	-	-	-	-	34,773,488
Notes payable	34,123,461	-	-	-	-	5,266,127	-	-	-	-	-	-	-	4,461	-	228,138	-	-	39,289,648
Revolving loans	23,662,273	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23,662,273
Other liabilities	748,112	-	17,722	15,812	75,211	1,122	2,384	288	319,124	-	-	-	289,682	888,975	163,187	1,388,462	-	-	4,274,484
Total liabilities	266,246,448	1,766,654	44,291,626	16,616,119	18,208,666	44,634,916	7,207,011	1,384,622	4,664,266	42,347,662	428,288	317,288	4,240,431	4,263,226	2,348,144	4,262,911	768,128	(218,818,114)	141,188,889
NET ASSETS																			
Without donor restrictions	29,219,881	16,469	471,211	(2,177,587)	(789,111)	(2,148,864)	(888,863)	(490,542)	(826,371)	2,226,178	(191,866)	(289,179)	3,089,486	(1,119,864)	753,688	(1,112,836)	4,280,122	-	39,808,372
With donor restrictions - non-revolving interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	128,889	-	-	128,889
With donor restrictions	263,462	-	-	88,726	7,268	688,458	-	-	-	-	-	-	-	3,827,388	4,817,826	-	-	-	6,489,348
Total net assets	29,483,343	16,469	471,211	(2,088,861)	(781,843)	(1,460,406)	(888,863)	(490,542)	(826,371)	2,226,178	(191,866)	(289,179)	3,089,486	(1,119,864)	753,688	(1,112,836)	4,280,122	-	37,426,609
Total liabilities and net assets	\$ 246,187,913	\$ 1,778,422	\$ 64,746,771	\$ 14,429,296	\$ 17,498,272	\$ 42,861,486	\$ 4,872,726	\$ 891,268	\$ 4,843,768	\$ 65,268,264	\$ 228,612	\$ 66,118	\$ 7,008,618	\$ 4,008,322	\$ 7,499,892	\$ 4,264,446	\$ 4,988,489	\$ (218,818,114)	\$ 178,789,814

This statement should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

The FEDCAP Group
 CONSOLIDATING STATEMENT OF ACTIVITIES
 For the year ended September 30, 2015

	Without Donor Restrictions																		
	Rehabilitation Services Inc.	Fedcap Inc.	Without Services Corporation	ReServe	Community Work Services	Eastern Seals New York	Omaha Pathways	Red Wings	Eastern Seals Rhode Island	Single Step	Seacoast Pathways	Benevolent	EMLE	Eastern Seals Central Texas	Eastern Seals North Texas	FEDCAP UK	Three Our Treasures	Consolidated	
Revenues																			
Contract services and products	\$ 88,908,817	\$ -	\$ 13,822,787	\$ -	\$ 878,277	\$ -	\$ -	\$ 272,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,278,484	\$ 287,788	\$ -	\$ -	\$ -	\$ 117,887,318
Rehabilitation and vocational programs	78,174,387	1,074,831	3,447,641	4,388,874	1,584,788	29,288,798	4,128,816	3,822,791	3,282,328	-	-	-	-	18,188,243	18,088,287	10,832,848	-	-	157,515,288
Contributions and grants	3,388,387	-	3,388	81,708	788,821	338,525	284,838	-	178,188	13,388,288	97,788	88,878	122,523	280,307	425,088	-	-	-	18,818,748
Interest contribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	381,458	4,388,122	-	4,771,572
Resident and unrelated gains (losses) on investments	128,208	-	-	-	-	(78,828)	-	-	(381)	-	-	-	-	-	(21,828)	-	-	-	33,388
Interest income	743,187	-	-	2,284	888	8,828	211	-	-	103	142	-	1,474	322	-	-	-	-	757,888
Miscellaneous revenue	-	-	8,814	-	25,388	18,422	4,428	888	18	28,388	-	-	22,884	88,124	12,711	21,888	-	-	231,888
Net assets released from restrictions	8,771	-	-	34,878	-	-	-	-	-	-	-	-	-	113,813	-	-	-	-	146,754
Total revenues	\$ 172,813,424	\$ 1,074,831	\$ 17,883,278	\$ 4,781,814	\$ 3,298,547	\$ 29,888,348	\$ 4,388,584	\$ 272,884	\$ 3,282,328	\$ 18,917,237	\$ 81,911	\$ 88,878	\$ 14,877,588	\$ 18,848,742	\$ 8,841,487	\$ 11,238,254	\$ 4,388,122	\$ -	\$ 301,818,378
Expenses																			
Program services																			
Contract services and products	\$ 88,908,817	\$ -	\$ 16,114,428	\$ -	\$ 1,482,724	\$ -	\$ -	\$ 488,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,428,443	\$ 387,188	\$ -	\$ -	\$ -	\$ 188,874,532
Rehabilitation and vocational programs	83,825,481	828,184	3,448,173	4,428,838	1,584,788	29,821,288	4,128,816	3,822,791	3,282,328	13,548,238	147,373	-	-	18,188,243	18,088,287	10,124,478	-	-	181,982,248
Contributions and grants	3,388,387	-	3,388	81,708	788,821	338,525	284,838	-	178,188	13,388,288	97,788	88,878	122,523	280,307	425,088	-	-	-	18,818,748
Interest contribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	381,458	4,388,122	-	4,771,572
Resident and unrelated gains (losses) on investments	128,208	-	-	-	-	(78,828)	-	-	(381)	-	-	-	-	-	(21,828)	-	-	-	33,388
Interest income	743,187	-	-	2,284	888	8,828	211	-	-	103	142	-	1,474	322	-	-	-	-	757,888
Miscellaneous revenue	-	-	8,814	-	25,388	18,422	4,428	888	18	28,388	-	-	22,884	88,124	12,711	21,888	-	-	231,888
Net assets released from restrictions	8,771	-	-	34,878	-	-	-	-	-	-	-	-	-	113,813	-	-	-	-	146,754
Total expenses	\$ 172,813,424	\$ 1,074,831	\$ 17,883,278	\$ 4,781,814	\$ 3,298,547	\$ 29,888,348	\$ 4,388,584	\$ 272,884	\$ 3,282,328	\$ 18,917,237	\$ 81,911	\$ 88,878	\$ 14,877,588	\$ 18,848,742	\$ 8,841,487	\$ 11,238,254	\$ 4,388,122	\$ -	\$ 301,818,378
Change in net assets - without donor restrictions	1,888,628	16,483	1,344,411	(478,182)	(319,828)	(1,272,811)	(838,541)	(247,128)	(288,488)	888,881	(88,378)	(144,723)	(481,818)	(2,884,317)	(812,888)	(878,888)	4,388,122	-	731,717
Net assets at beginning of year - without donor restrictions	28,212,418	-	873,208	(1,888,384)	(388,218)	(1,214,383)	288,488	(247,827)	(388,488)	1,438,478	(128,208)	(124,488)	2,471,481	888,243	1,388,338	-	-	-	28,487,888
Net assets at end of year - without donor restrictions	\$ 29,318,881	\$ 16,483	\$ 471,211	\$ (2,177,567)	\$ (708,141)	\$ (2,486,884)	\$ (888,883)	\$ (495,547)	\$ (636,816)	\$ 2,226,178	\$ (191,888)	\$ (288,178)	\$ 1,888,483	\$ (1,415,884)	\$ 783,888	\$ (878,888)	\$ 4,388,122	\$ -	\$ 28,188,488
With Donor Restrictions																			
NEVENICES																			
Contributions and grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
Resident and unrelated losses on investments	-	-	-	-	-	88,783	-	-	-	-	-	-	-	-	(88,832)	-	-	-	(18,188)
Net assets released from restrictions	(8,771)	-	-	(24,878)	-	88,783	-	-	-	-	-	-	-	-	(113,813)	-	-	-	(144,784)
Total revenues	\$ (8,771)	\$ -	\$ -	\$ (24,878)	\$ -	\$ 88,783	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (88,832)	\$ -	\$ -	\$ -	\$ (134,883)
Change in net assets - with donor restrictions	(8,771)	-	-	(24,878)	-	88,783	-	-	-	-	-	-	-	-	(113,813)	-	-	-	(134,883)
Net assets at beginning of year - with donor restrictions	318,233	-	-	114,788	7,788	881,888	-	-	-	-	-	-	-	-	3,841,213	4,888,788	-	-	8,824,433
Net assets at end of year - with donor restrictions	\$ 309,462	\$ -	\$ -	\$ 89,910	\$ 7,788	\$ 870,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,727,400	\$ 4,774,975	\$ -	\$ -	\$ 8,689,650

This statement should be read in conjunction with the accompanying consolidated financial statements and notes thereto.



BOARD OF DIRECTORS

William Rider – Interim Chairman

Lynn Westaway – Treasurer

Mark Lore

Nick Brattan

James Sweeney

Tara Mercado

Summary of Qualifications

- ICD-10-CM, •EPIC •PCIS •PATCOM •MEDISENSE •Meditech •Carevoyant •eClinical Works LMR/Data view • Ebridge •RIS • ScerIS •PaySpan •Emdeon •CPU •QS1 •Wits •Cerner •Microsoft Office
- Medicare •Medicaid •United HealthCare •Cigna •Anthem •Harvard Pilgrim •Tufts •BCBS •Commercial/Workers Comp Insurances • Self-Pay •State Contracts

Education

Seacoast Career School Manchester, NH Health Claims Certificate	2007
New Hampshire Community Technical College Studied Design	2003-2004
Central High School	1999-2003

Professional Background

Financial/Budget Contract Manager
Fed Cap/Granite Pathways • Manchester NH November 2018 to current

- Create billing operations and structure for multiple State and Federal funded programs
- Oversight and management of billing staff and workflow
- Maintain stable cash flow and reduced AR over 30 days
- Act as a liaison between multiple recovery programs, billing company and corporate office
- Sort and process incoming correspondence for all programs
- Responsible for communication with clients, vendors, funders and insurance companies
- Developed/Maintain multiple spreadsheets with high volume data entry and measuring metrics
- Review, code and submit vendor invoices and employee expenses to accounts payable
- Maintain risk management processes to ensure revenue is on track and not miscalculated
- Track multiple program budget lines/expenses to ensure budgets are maximized

Billing Representative
XRAY Professional Association • Concord NH October 2017 to October 2018

- Ancillary Billing
- High volume posting of payments
- Electronic paper billing/appeals and follow up
- Process adjustment requests, denial posting, patient and insurance refunds
- Answer high volume patient calls and review monthly statements
- Sort and process incoming correspondence
- Communicate with hospital/facility staff and or responsible parties of patients
- Research payer policies and covered policies via websites

Billing Representative

US Labs • Lakeville MA

August 2016 to April 2017

- Lab Billing
- Assist in reducing A/R for multiple payers over 30 days
- Data, Insurance, Order Entry
- Electronic paper billing/appeals and follow up
- Process adjustment requests, denial posting, patient and insurance refunds
- Answer patient calls and review monthly statements
- Sort and process incoming correspondence
- Research payer policies via payer websites

Billing Representative II

Mass General Physicians Organization • Bedford, NH

December 2012 to July 2016

- Physicians Billing
- Assist in reducing A/R for multiple payers over 30 days
- Identify trends or inconsistencies with payers
- Electronic and paper billing/appeals and follow up
- Process adjustment requests, denial posting, patient and insurance refunds, credits
- Maintain quality communication with A/R managers within organization
- Resolve customer service inquiries for patient requests
- Assist GPM with account resolutions with projects or patient/provider concerns
- Sort and process incoming correspondence
- Research payer policies via payer websites

Claims Resolution Associate

Affiliated Professional Services • Wareham, MA

October 2011 to October 2012

- Physicians Billing
- Responsible for high volume collections via electronic remittance as well as paper denials
- Complete monthly aging over 45 days on all accounts to improve cash flow
- Obtain all billing information, authorizations, and referrals via phone email and hospital systems
- Process mail, payer denials, attorney requests, PIP exhaust letters, bankruptcies, self-pay statements
- Perform follow up on outstanding claims
- Process paper and/or electronic appeals

Accounts Receivable/Collections Specialist

Easter Seals • Manchester NH

December 2007 to June 2010

- Residential and Physicians Billing
- Responsible for high volume collections (65 to 70 calls per day)
- Complete monthly aging reports over 30 days to improve cash flow
- Maintain electronic, web, paper and statement billing for several group homes
- Perform data charge entry for residential stays, schooling and special stays
- Obtain all billing information, authorizations, and referrals via phone email and hospital systems
- Research contracts thru state funded insurances, private carriers, self-pay and responsible school districts
- Maintain monthly reports on revenue adjustments

- Research variances
- Report monthly cash projections for all insurance carriers

Achievement/Honors

- Recipient of the President's Award at Easter Seals. Developed and implemented a new procedure for current staff and state of NH workers to follow. This procedure eliminated revenue adjustments and saved resources for collecting payments on outstanding claims deemed un-collectable. This procedure changed the department goal of outstanding claims from 60 days to 30 days. The result was increased cash flow and reduction in A/R over 90 days.
- Completed – Effective Performance Management Strategy Workshop - 2019

CASEY MARIE GUIDI-LUTZ

Experienced with:

- Data Analytics and Reporting
- Project Management
- Metrics management and action
- Quality Analytics / Quality Control (QAQC)
- Effective balance of short term goals and long term planning
- Understanding of Internal controls, operational risk and risk mitigation
- Process Flow Communication
- Finding actionable paths through complex scenarios
- Training Lifecycle with Standards and Rollouts

PROFESSIONAL EXPERIENCE

THE FEDCAP GROUP

February 2018 - Present

Associate Director of Quality Assurance and Business Development

Mission: A non-profit based in NY comprised of 20 subsidiaries nationally and serves over 350,000 people annually, providing services targeted to helping people achieve long-term economic well-being and self-sufficiency.

Responsible for: collaborating with subsidiaries on quality related, data driven projects and business development needs in order to gain or maintain regulatory compliance and financial goals.

Major Projects Include:

- Lead the process of CARF (Commission on Accreditation of Rehabilitation Facilities) accreditation for the Boston subsidiary. Process included conducting weekly staff training on company policies and procedures, internal audit and development of quality control for client files, revision and creation of dozens of standard operating procedures and overall accreditation preparation. Received 4 Year CARF Accreditation status September 2018.
- Asked to spend 6 months managing the Amazon Workforce Project to determine if the project can be lucrative.
- Accepted role as Salesforce Change Champion in which a system wide optimization process required detailed training of changes to key players within the organization.
- Manage consistency, information and clarity of all subsidiary board reporting requiring heavy interaction with all Executive Directors and corporate departments.
- Asked to join NH subsidiary, Granite Pathways, to roll out data and contract compliance tracking, provide leadership for emerging and already established projects and general quality assurance.

GOOGLE

GOOGLE EXPRESS WITH ADECCO

May 2016 - February 2018

Operations/Data Analytics/QAQC/Training (Contractor)

Mission: Google Express is an online marketplace connecting consumers with popular retailers

Responsible for Training, Data Analysis, Quality Control and New business Onboarding for New England territory which includes 50 employees and 15 retailers.

Responsibilities Include:

- Analyze and Report weekly on customer facing metrics including quality and fulfillment rate and coach on results
- After six months of developing personalized reporting style for the Boston office, was asked to roll out standardized reporting and hold monthly calls for 6 struggling offices.
- Implement quality control change based on needs of operation for New York and Boston territories while providing consultation assistance to offices nationally.
- Manage expansion efforts including training, space planning and follow up care of brand new merchants
- Support operational performance and growth by creating, documenting and managing standard operating procedures (SOPs)
- Responsible for initial and continued training on best practices of Google Express including continued improvement through train-the-trainer efforts, one-on-one quality coaching, documentation and correction.
- Asked to beta test data based performance management tool and roll out to Boston Market. Upon 60%-70% increase of metrics, was asked to mentor other geos prior to their rollouts.

DEPENDABLE CLEANERS

MARCH 2013 – MAY 2016

Director of Operations

Mission: Sixteen location Dry Cleaning Company with \$15M annual revenue and 75 year history

Responsible for ongoing analysis, implementation and follow through of operations using data to initiate system wide improvements in structure, process, communication and flow. Involved in all aspects of business development, marketing and public relations, customer service, operations, human resource and finances.

Accomplishments Include:

Daily/Weekly Tasks:

- Tracked company metrics including sales, employee outreach, fleet activity, marketing and supply usage in order to assess consistency and best practices; suggested/implemented changes as necessary.
- Point person for research, implementation and analysis of all technical aspects of the company including; POS System, Alarm System, Sharepoint, and Fleet Tracking System. Research, Rollout and Analysis of all new mobile applications for employees and customers on Yelp, Google and Website.
- Developed Operations Manuals for all established and updated processes and procedures.
- Oversaw company-wide recruiting.

Large Projects:

- Conducted research, design and implementation of a fleet tracking system for an 18 vehicle fleet saving the company an average of \$4k annually in maintenance, fuel and accident expenses. Process involved continuous analysis and tracking.
- Completed research and paperwork for the Brownfields Tax Credit Application for two commercial properties totaling \$3M each.
- Developed and submitted application to establish a not for profit entity as part of the organizational structure to increase community profile and advance philanthropic focus.
- Compiled all documentation to support the Woman Business Enterprise application through SOMBWA. Granted WBE status by the state of Massachusetts.
- Managed and scheduled the rollout of a new alarm system for 16 locations and continued to oversee all aspects of the company's security system.

AMERICAN CAREER INSTITUTE

MARCH 2010 - JANUARY 2013

Director of Admissions

*Mission: A career-focused educational institute providing certificate training in Healthcare, Information Technology and Digital Media. ** On January 9th, 2013 American Career Institute closed its doors.*

Responsible for maintaining a student enrollment process in one of eight campuses. Responsible for productivity and meeting campus goals via metrics management.

SPRUCE ENVIRONMENTAL TECHNOLOGIES

JULY 2008 - MARCH 2010

Account Manager

Mission: The world's leading manufacturer of inline fans for Radon Mitigation and Indoor Air Quality

Responsible for overseeing Spruce Ventilation product division including recruitment, training, and supervision of an outside sales force comprised of 27 independent reps. Outreach and recruitment of national distributors. Coordinated all aspects of participation in multiple annual national trade shows.

QUANTUM EVENTS, USA

JUNE 2006 - JULY 2008

National Training Manager

Mission: Quantum Events USA provided event based marketing for national charities.

Responsible for coaching and training a team of 25 Area Marketing Directors across the country. Provided onsite training, telephonic support and event planning consultation. Established area performance goals and provided technical assistance and corrective action as necessary.

EDUCATION

ISENBERG SCHOOL OF MANAGEMENT - UNIVERSITY OF MASSACHUSETTS, AMHERST 2013-2015
Master of Business Administration (MBA)

MANHATTAN COLLEGE - Riverdale, NY 2002-2006

Bachelors of Science: Majors - Marketing and Business Management

DONNA KEEFE

EDUCATION | Trinity High School, Manchester, NH
Springfield College – BS Human Services/Administration
Recovery Coach Academy & Training of Trainers – certified

EXPERIENCE | 12/1/2015 – Present

DIRECTOR OF NEW INITIATIVES – GRANITE PATHWAYS NH

Granite Pathways is a subsidiary of Fedcap. As the Director of New Initiatives, I manage the local day to day infrastructure and work with referring agencies to identify, develop and maintain relationships pertaining to billing, community relations and development. I was also instrumental in the startup of the following programs, Safe Harbor Recovery Center, Regional Access Point of Services, Strength to Succeed and Job Launch. I work closely the corporate Engagement Team overseeing fundraising events in NH.

9/2013 – 12/1/2015

NE DIRECTOR OF ADMISSIONS & CLIENT SERVICES FEDCAP REHABILITATION SERVICES

As the NE Director of Admissions & Client Services, I supervised the admissions process throughout the Fedcap NE regions working with all the referring agencies to identify, develop and maintain relationships pertaining to billing & client services. In this role, I worked in RI to systematically manage the federally mandated Interim Settlement Agreement that shut down segregated workshops for the DD population. The Fedcap team in RI developed programs and systems to train the IDD population to be gainfully employed in the community. This effort is nationally recognized as Fedcap continues to educate other national agencies via our RI, National Center Institute for System Improvement seminars available on the Fedcap website.

1995 – 2013

DIRECTOR OF ADMISSIONS EASTER SEALS NH, ME, NY, VT

As Director of Admissions for the Adolescent Residential/Educational Psychiatric & Neurobehavioral Programs I was responsible for the admissions and transitions process within the continuum of care programs as well as the final discharges from Easter Seals. I managed referrals from various states and agencies where I applied knowledge of differing state and agency placement requirements/laws. In addition to working with families I managed the monthly billing, file retention, census/wait list for 6 satellite intensive residential group homes and over 75 foster homes. I implemented many systems to manage the complex admission/discharge process.

1992 – 1995

City of Manchester NH School Department

Served as a liaison between team members – parents, teachers, administrators and students. I was responsible to implement behavior plans/procedures to transition special education students back into the traditional classroom from an alternative/self-contained classroom. I also worked closely and supported low income families through the IEP process at the inner city schools.

1988-1992

SERESC – BIRCHWOOD HIGH SCHOOL

Aided in developing class curriculums in this alternative setting for the Seriously Emotionally Disturbed students. Taught classes under supervision of teacher, organized field trips and participated in all goal oriented programs working 1:1 with the students if needed.

| AWARDS/RECOGNITIONS/Trainings

1997 – Easter Seals President's Meritorious Award - for outstanding service by an employee

2000 – Easter Seals NH, VT, NY, Employee of the Year – Chosen from 1,200 employees

2003 – Easter Seals Service First Award – Customer Service Award

2004 – Crisis Intervention and Physical Restraint Training

2005 – State of NH DCYF/DJJS Directors Award – this award is given yearly to one NH individual who goes above and beyond to help the state workers solve their difficult cases

2015 – Mental Health First Aid USA

2016 – CCAR Recovery Coach Academy & Training of Trainers Program

2016 – NAMI NH's Connect Suicide Prevention Training

2016 – Crisis Intervention in the Workplace

2016 – Breaking the Stigma – Language Training

2017 – First Aid/CPR and Narcan Training

WHITNEY H. BROWN

OBJECTIVE

To help individuals initiate and sustain a meaningful, self-directed recovery from active substance use disorder, realize their capabilities and spend their time purposefully.

QUALIFICATIONS/LICENSURE

- Licensed Acupuncture Detoxification Specialist (NH License #27)
- Certified Sober Parenting Journey Facilitator (11/9/18)
- Certified Recovery Support Worker, (CRSW) License #0148, NPI #1154806438
- Mental Health First Aid National Instructor (certified 4/27/18)
- Licensed Nursing Assistant (State of New Hampshire #055699-24)

EDUCATION

UNH PROFESSIONAL EXTENSION SCHOOL

September 2019 Introduction to Grant Writing
October 2019 Introduction to Basic Project Management

CITY UNIVERSITY OF NEW YORK

January 2011 - May 2011 Marketing Principles and Business Law in the Digital Age

BOSTON COLLEGE

September 2004 - May 2008 Bachelor of Arts in International Studies

UNIVERSITY OF LOYOLA CHICAGO (The Beijing Center)

January 2007 - May 2007 Semester Abroad in Beijing, China

EXPERIENCE

<u>SAFE HARBOR RECOVERY CENTER of GP</u> Facilitator/ Parenting Journey Coord. Peer Recovery Support Specialist	January 2019 - Present	Portsmouth, NH
<u>GRANITE PATHWAYS (GP)</u> Independent Consultant	August 2018 - January 2019	Portsmouth, NH
<u>MAXIM HEALTHCARE SERVICES</u> Licensed Nursing Assistant	March 2016 - January 2019	Manchester, NH
<u>NEW CASTLE FIRE DEPARTMENT</u> Member; Support Medical Team	October 2016 - May 2020	New Castle, NH
<u>RISE ABOVE</u> House Manager	August - October 2015	Nashua, NH
<u>STILETTO SHOES, INC.</u> Assistant Manager	May 2013 - January 2014	Portsmouth, NH
<u>WENTWORTH BY THE SEA HOTEL</u> Waitress	May 2003 - June 2012	New Castle, NH
<u>GUNDERSON, DETTMER LLP</u> Receptionist, Legal Secretary	October 2010 - April 2012	New York, NY
<u>INTERNATIONAL VENUE GROUP</u> Waitress; World Expo.	April 2010 - September 2010	Shanghai, China
<u>THE MANDARIN ORIENTAL</u> Waitress	September 2008 - May 2009	Boston, MA
<u>HERVOICES</u> Intern; Non-Profit	September 2007 - June 2008	Chestnut Hill, MA
<u>BOSTON COLLEGE</u> Teaching Assistant	September 2007 - Jan. 2009	Chestnut Hill, MA

References Available Upon Request

PATRICIA M. REED
NEW HAMPSHIRE STATE DIRECTOR

QUALIFICATIONS

Demonstrated executive with more than 30 years' experience serving individuals with disabilities in children and youth services, addiction services, and residential treatment programs

EXPERIENCE

2018 New Hampshire State Director, Granite Pathways, Inc.

- Responsible for overall program management, program expansion and development, fiscal integrity, quality compliance and external relationships in New Hampshire for Granite Pathways, Inc.

2017 to 2018 Consultant

- Provide system analysis and consultation for a variety of entities providing services to individuals with intellectual and other developmental disabilities and behavioral health needs
- Led three NH regional agencies serving this population to plan for youth with challenging behaviors to receive adult services to meet their needs in a community based context

2015 to 2017 Vice President and Chief Operating Officer, Lakeview Management, Inc., Austin TX

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2015 Executive Director, Lakeview Neurorehabilitation Center, Inc., Effingham, NH

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2014 to 2015 Children's Director, NH Bureau of Behavioral Health, Concord, NH

- Responsible to provide leadership in planning and development of the state children's behavioral health system, act as liaison between CMHC Children's programs and the state office for program and client specific information exchange and problem solving
- Provided support to implement statewide initiatives
- Represented the Department of Health and Human Service on the Children's Behavioral Health Collaborative Executive Committee, Steering Committee and various workgroups
- Co-coordinated the Safe Schools/Health Students grant with the Department of Education

2011 to 2014 Project Director, Health Profession Opportunity Project, NH Office of Minority Health and Refugee Affairs, Concord, NH

- Directed and implemented a five-year, \$12 million-dollar healthcare workforce development grant to recruit, train and place low income individuals in healthcare jobs
- Developed RFP's, negotiated and managed contracts, and monitored grant and contractor budgets
- Worked closely with regional health care providers to understand their workforce needs; partnered with educational programs and other community groups to ensure that the individuals are well prepared to meet employer expectations for technical and soft skills
- Provided leadership and direction to develop innovative strategies to overcome system based barriers to education, training and self-sufficiency for NH citizens
- Collaborated with other NH workforce programs to efficiently use available resources to achieve shared employment goals

2002 to 2010 Senior Director of Clinical Services, Easter Seals of NH, Manchester, NH

- Provided leadership and oversight for the design, organization and delivery of clinical services for Easter Seals NH, including the development of Autism Services, an adolescent program for dual disorder treatment, residential DBT program and management of a residential treatment program for adults with substance abuse issues
- Provided oversight for the DCYF Administrative Case Review contract
- Developed and monitored budgets for programs
- Worked collaboratively with Easter Seals Development to write federal, state, and foundation grants, progress reports and budget monitoring
- Developed relationships with funders and providers in NH and other states to pursue program development and effective treatment and services for individuals and families

EDUCATION

- 1982 – 1987 Boston College, Chestnut Hill, MA: Graduate School of Arts and Science Department of Sociology (Four Year Doctoral Work)
- 1982 B.A. Norte Dame College, Manchester, NH Major- Behavioral Science/ Minor- English Summa Cum Laude, Dean's List

RESEARCH EXPERIENCE

Contracted to assist staff and clients on three community based residential facilities in the development of client self-government programs through participant observation and didactics. Responsible for both training and evaluation. Sites included Seacoast Mental Health Center- Portsmouth, NH and Greater Manchester Mental Health Center- Manchester, NH. Responsible for leading the research design, data collection and reporting for the evaluation of a partial Hospital Program. The primary methodology was intensive interviewing.

Dustin E. Ward

Summary

I am a motivated and determined individual looking to learn new skills while working with others. I am confident in my abilities to learn new skills quickly, as well as any operating procedures in new environments. I work well with other team-oriented individuals and can also operate self-sufficiently if need be. I am willing to ask questions if I do not know the answer and take direction from a supervisor. I will maintain appropriate certifications, or acquire necessary ones for the position that I am in. I have a tendency towards being upfront and honest, while being respectful and professional. I do my best to meet people where they are at. I am also attending the Fedcap Leadership Academy class of 2020.

Certifications

CRSW (Certified Recovery Support Worker) License number 0079, NPI: 1912445503

BLS (basic life support) Valid until 10/2021

WFR (Wilderness First Responder) Valid until 10/2020

AMGA-CWI (American mountain guides association climbing wall instructor) Status is valid

Experience

(Site Manager) Fedcap Inc. Breaking The Cycle June 2020 – Present

While working for Breaking The Cycle, I manage 6 staff members and oversee the Sanford Maine location. I conduct one on one supervisions with each staff bi-weekly. I conduct morning team huddles to brief the staff on priority goals for the day. I complete and enter staff payroll for each pay period. I attend all agency wide trainings and leadership team meetings via Zoom. I coordinate greater agency efforts with the leadership team of Breaking The Cycle. I send monthly reports to the leadership team with updates on the Sanford office. I perform monthly customer service observations of each respective job role in the office. I help staff work through difficult interactions with participants that may be in crisis and provide support. I document all participant interactions in FedcapCARES, the programs case management software.

(Manager) The Doorway at Granite Pathways January 2019 – June 2020

In February of 2019 I was promoted to Manager of the Nashua Doorway. I managed 6-7 staff and had oversight on daily operations. I conducted individual supervision with staff, led staff meetings, conducted case review, and fielded operational questions when staff was unsure. I also conducted community outreach and attended local regional meetings such as continuum of care and the Mayor's opioid task force meetings. I gave various presentations about The Doorway program throughout the community and Nashua Public Health region. In August of 2019 I was asked to be the manager of both Nashua and Manchester Doorway programs. I officially took the role in the beginning of September of 2019 as Manager for both programs. This position consisted of managing over 20 staff in three offices in two major cities. Managing the Manchester office included being on call 7 days a week including holidays until 11pm to field questions and respond to emergency or crisis situations as they would arise. During this time, we streamlined daily billing to increase revenue and implemented FedcapCARES. Manchester Doorway was a complex, high paced working environment, we saw on average 150-200 clients a month. We implemented a new training process to ensure fully trained staff. I performed additional duties as assigned.

(Recovery Specialist) Granite Pathways Regional Access Points Service February 2018 – January 2019

Assisted clients with substance use disorder or SUD in finding treatment within the NH continuum of care network. Documented all interactions in WITS software and conducted follow-up within our

operating procedure. Assisted case managers in follow-ups with treatment providers to help assist clients in further services. Worked with mobile crisis response teams when necessary. Assisted with additional duties as assigned.

(Personal Trainer) *The Phoenix (Phoenix Multisport)* April 2017 – December 2017

Worked as a personal trainer assisting people with SUD at all stages of recovery. Coordinated outdoor activities such as surfing, hiking, and camping. Conducted community outreach and spoke at various treatment facilities to raise awareness. Worked one on one with team members and conducted group fitness training sessions. Helped team members in times of emotional crisis and encouraged them to grow.

(Recovery Specialist) *Granite Pathways Regional Access Points Service* September 2016 – April 2017

Assisted clients with SUD in finding treatment within the NH continuum of care network. Documented all interactions in WITS software and conducted follow-up within or operating procedure. Conducted outreach within the community and gave presentations at various public health meetings within the areas I was assigned.

(Internship) *Wyman Reentry (Boston Public Health Commission)* February 2016 – May 2016.

300-hour practicum as a substance abuse counselor in training. Worked with a population that came straight from incarceration to this treatment and reentry program. Performed 12 core functions of a substance abuse counselor. Conducted various groups, one on one, and case management functions.

(Unit Manager) *Substance Abuse Residential Rehabilitation Treatment Program* Nov. 2015 – Feb. 2016

Worked as the unit manager for this program of the VA Boston Healthcare System. Provided a peer support role. Orientation of new patients to the program, safety checks of patient bedrooms and medication storage to ensure compliance with accreditation standards. Ordering food and stocking the kitchen for the patients as well as restocking the office.

(Recovery Vehicle Operator, Mechanic, Maintenance Supervisor) *New Hampshire Army National Guard*

February 2008 – September 2014

I supervised maintenance section with four Soldiers, and I was responsible for maintaining equipment worth more than 12 million dollars. Instructed, supervised, and trained Soldiers on tasks such as equipment inspection, repair, and documenting deficiencies on appropriate forms. Trained Soldiers for field and combat operations while attending Military training courses to improve my techniques and leadership style in accordance with Army Regulation. While in service I attended classes such as Combat life saver, Master driver, Vehicle recovery, and a Warrior leadership course. I deployed in 2010-2011 in support of Operation New Dawn to Kuwait/Iraq.

Education

Fedcap Leadership Academy class of 2020

Southern New Hampshire University, Psychology with a focus in Addictions, 2019-present (Online classes estimated completion date 2022. Current GPA: 3.89)

University of Massachusetts Boston, Addictions Counseling Education Program, 2015-2016

Plymouth Regional High School, 2005

**Granite Pathways Workforce Readiness
RFP-2019-BDAS-12-WORKF**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract (through 9/30/20)
Whitney Brown	Employment Specialist/Contract Manager	\$43,680.00	100	\$43,680.00
Casey Lutz	Associate Director of Quality Assurance and Business Dev	\$90,000.00	30%	\$27,000.00
Dustin Ward	Director, Safe Harbor	\$56,000.00	16%	\$8,960.00
Donna Keefe	Director of New Initiatives	\$77,690.00	30%	\$23,308.00
Tara Mercado	Billing Specialist	\$55,000	25%	\$13,750.00
Patricia Reed	State Director		In kind	\$0

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

August 28, 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 for Behavioral Health, to enter into agreement with Granite Pathways (Vendor # 228900-B001), 10 Ferry Street, Suite 319, Concord, NH 03301, in an amount not to exceed \$195,234.48, to provide Workforce Readiness and Vocational Training Programs for Individuals with Opioid Use Disorder, effective upon date of Governor and Council approval, through September 29, 2020. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID
RESPONSE GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	92057040	\$149,896.32
2021	102-500731	Contracts for Prog Svc	92057040	\$45,338.16
			Total:	\$195,234.48

EXPLANATION

The purpose of this request is for the design and implementation of vocational training supports and workforce readiness programs for individuals with Opioid Use Disorders in treatment and recovery settings who are seeking to join and/or re-join the workforce. This vendor was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from November 15, 2018 through December 13, 2018. In addition, a notice was sent by email to a wide variety of stakeholders and potential vendors. The Department received four (4) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Score Summary is attached. Employment has long been

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

recognized as a critical element in the recovery process, providing people with hope and opportunity to move forward in the recovery process that is determined by principles of self-determination.

This request represents the final one (1) of two (2) contracts to provide vocational training supports and workforce readiness programs. The Governor and Executive Council previously approved one (1) contract on August 14, 2019 (Item #10).

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant opportunity. New Hampshire will use evidence-based methods to expand treatment, recovery, and prevention services to individuals with OUD in NH. These critical funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs that have shown promise in helping individuals battling an opioid misuse issue and stem the tide of the addiction epidemic in NH. In 2017, NH had 488 opioid-related deaths, 2,774 emergency naloxone (Narcan) administrations, and 6,684 emergency department opioid related visits. NH is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 population. The scope of work was developed, in part, through a public comment forum which identified gaps in the system aimed at workforce training opportunities for individuals with OUD. The services provided through these funds should leverage resources and facilitate connections with the multiple workforce initiatives for individuals with SUD/OUD that have emerged over the past two years, including the Governor's Recovery Friendly Workplace Program and the Department of Labor National Health Emergency Demonstration grant for individuals in recovery, provided under the Workforce Innovation and Opportunity Act of 2014.

This agreement will require the vendor to integrate workforce readiness programming into treatment and recovery settings, including creating vocational profiles in order to determine an individual's skill level, strengths, and readiness to gain employment. The vendor will link the individual to appropriate vocational trainings with the provision of training stipends and other resources to aid the individual on the path to employment. Vocational training may include, but is not limited to assistance with resume writing, job applications, and improving interviewing skills.

Unique to these services is a robust level of client-specific data that will be available, which will be collected in coordination with the Regional Hubs that were approved by Governor and Executive Council at the October 31, 2018 meeting. The SOR grant requires that all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, six (6) months and upon discharge. Through collaborative agreements with the vendor under this contract, the Regional Hubs will be responsible for gathering data on client-related outcomes including; recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

Approximately one hundred (100) individuals will be served from Governor and Executive Council approval through September 29, 2020.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, individuals in recovery seeking a better quality of life and employment opportunities would have limited options. Workforce participation and consistent employment are critical components of an individual's ability to remain in

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

recovery and meaningfully participate in their communities.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration. State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written in a cursive style.

Jeffrey A. Meyers
Commissioner



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

**Workforce Readiness and Vocational Training
Programs for Individuals with Opioid Use
Disorder**

RFP-2019-BDAS-12-WORKF

RFP Name

RFP Number

Bidder Name

1. Greater Tilton Area Family Resource Center
2. Headrest, Inc.
3. Granite Pathways, inc.
4. Family Resource Center at Gorham

Pass/Fail	Maximum Points	Actual Points
	750	659
	750	515
	750	583
	750	443

Reviewer Names

1. Jill Burke, Chief of Prevention & Educational Services, BDAS
2. Melissa Girard, Div Behavioral Hlth Business Administrator III
3. Gene Patnode, Div Family Assist, Business & Industry Mgr.
4. Barry Sandberg, Program Specialist IV, Div Behavioral Hlth
5. Lindy Keller, Resources & Development Admin BDAS
6. _____

Subject: Workforce Readiness & Vocational Training Programs for Individuals with OUD/REF-2019-BDAS-12-WORKF-01

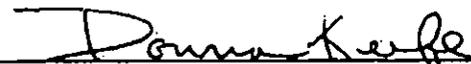
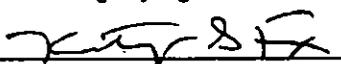
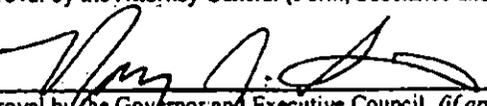
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Granite Pathways		1.4 Contractor Address <i>OK</i> 10 Fairy St, Ste 300, 319 Concord, NH, 03301	
1.5 Contractor Phone Number 603-968-3810	1.6 Account Number 05-95-92-920510-7040 0274348001 <i>PK 9-4-19</i>	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$195,234.48
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 Patricia Reed State Director of Granite Pathways	
1.13 Acknowledgement: State of NH, County of Hillsborough On 8-21-19, 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) 			
1.13.2 Name and Title of Notary or Justice of the Peace Donna Keefe, CP Director of New Initiatives			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kutja S Fox, Director	
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: 8/29/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Workforce Readiness & Vocational Training Programs for Individuals with OUD/RFP-2019-BDAS-12-WORKE-01

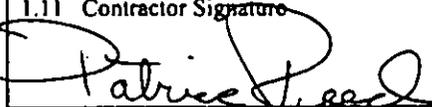
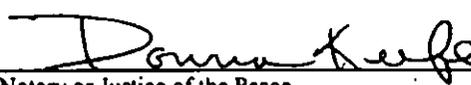
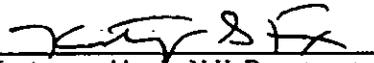
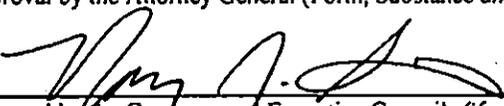
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GENERAL PROVISIONS

I. 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 Granite Pathways		1.4 Contractor Address <i>DK</i> 10 Ferry St, Ste 308, 319 Concord, NH, 03301	
1.5 Contractor Phone Number 603-968-3810	1.6 Account Number 2974-34-R001	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$195,234.48
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 Patricia Reed State Director of Granite Pathways	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> . On <u>8-21-19</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] 		DONNA KEEFE Notary Public - New Hampshire My Commission Expires September 7, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace Donna Keefe GP Director of New Initiatives			
1.14 State Agency Signature  Date: <u>8/20/19</u>		1.15 Name and Title of State Agency Signatory Kutja S Fox, Director	
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>8/20/2019</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.

New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. 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.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall provide Workforce Readiness and Vocational Training Programs for a minimum one hundred (100) individuals with Opioid Use Disorder (OUD) in the Seacoast region.

2. Scope of Services

- 2.1. The Contractor shall ensure individuals who participate in Workforce Readiness and Vocational Training programs are referred to treatment and recovery services when applicable.
- 2.2. The Contractor shall provide workforce readiness programming to individuals with Opioid Use Disorder (OUD) who are receiving treatment or recovery support services. The Contractor shall ensure workforce readiness programming includes, but is not limited to:
 - 2.2.1. Job specific skills training.
 - 2.2.2. Resume and cover letter assistance.
 - 2.2.3. Communication skills.
 - 2.2.4. Time management skills.
 - 2.2.5. Budgeting and financial management skills.
 - 2.2.6. Customer service training.
 - 2.2.7. Job retention approaches.
 - 2.2.8. Networking skills.
 - 2.2.9. Application and interview assistance, including mock interviews.
 - 2.2.10. Connections to employment resources.

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**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



Exhibit A

- 2.3. The Contractor shall ensure the facility is open weekdays from 8:30 am, Eastern Standard Time (EST), until each evening's programming ends and on Saturdays from 8:00 am until 2:30 pm (EST).
- 2.4. The Contractor shall recruit individuals through methods, that include, but are not limited to:
 - 2.4.1. Social media.
 - 2.4.2. Regional Providers.
 - 2.4.3. Doorways.
 - 2.4.4. Community members.
 - 2.4.5. Employer groups.
- 2.5. The Contractor shall implement a process to identify, recruit and engage individuals with an OUD, including individuals not currently receiving services from the Contractor, who may be interested in pursuing employment and/or educational opportunities or who may be underemployed and are seeking a living wage.
- 2.6. The Contractor shall screen potential center participants with OUD who are unemployed, underemployed or seeking to make a career transition and schedule same day appointments, when available, with the Employment Specialist to initiate the intake process.
- 2.7. The Contractor shall provide information regarding its workforce, job placement and employer education and support programs via mailings and presentations to community partners through meetings and other relevant forums to describe its workforce program and to promote the quality of its labor pool.
- 2.8. The Contractor shall refer participants to treatment to and/or accept referrals from:
 - 2.8.1. Residential providers.
 - 2.8.2. Recovery housing for mothers and children.
 - 2.8.3. Other sober houses in their region.
- 2.9. The Contractor shall ensure all participants are advised, informed or made aware of all services available, including but not limited to:
 - 2.9.1. Recovery housing.
 - 2.9.2. Sober Housing.
 - 2.9.3. Aftercare services.
 - 2.9.4. Employment support services.
- 2.10. The Contractor shall ensure all services are provided in a manner that demonstrates operations are managed according to the five (5) tenants of:

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



Exhibit A

- 2.10.1. Urgency.
- 2.10.2. Ownership.
- 2.10.3. Learn by doing.
- 2.10.4. Lifelong learning.
- 2.10.5. Motivation through productivity.
- 2.11. The Contractor shall accept evaluation results from referring providers and have an intake process that is comprised of the following:
 - 2.11.1. Psychosocial evaluation;
 - 2.11.2. Career essentials review; and
 - 2.11.3. Comprehensive service plan.
- 2.12. The Contractor shall determine appropriate level of program engagement and activities for each participant based on a comprehensive intake/assessment process, current life circumstances, and current level of treatment, if any, which may include:
 - 2.12.1. Recent detox/inpatient/intensive treatment defined as fifteen (15) or more hours per week, that results in an individual being assigned to receive Work Readiness 101/Career Exploration services.
 - 2.12.2. Current non-intensive treatment defined as less than 15 hours per week, that results in an individual receiving concurrent workforce readiness activities and treatment hours ensuring workforce activities are scheduled in consideration of the participant's treatment schedule to avoid any scheduling conflicts.
 - 2.12.3. No active treatment that results in the individual being placed on a fast-track ensuring other ancillary barriers to employment are addressed and accelerated suite of job preparation services are provided to move individuals rapidly to job placement.
- 2.13. The Contractor shall ensure services are offered in a flexible manner in multiple modalities including, but not limited to:
 - 2.13.1. Instructor led, class-based training.
 - 2.13.2. Group-based activities.
 - 2.13.3. One-on-one training sessions.
- 2.14. The Contractor shall ensure individuals are enrolled in other services and supports that aid individuals in recovery who are seeking to enter the workforce for which they are eligible, as appropriate, including, but not limited to:
 - 2.14.1. The Community Development Finance Authority Recovery Friendly Workplace Initiative Program Development Pilot.

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**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**

Exhibit A

- 2.14.2. The NH Department of Labor National Health Emergency Demonstration grant for individuals in recovery.
- 2.14.3. The Governor's Recovery Friendly Workforce Initiative.
- 2.14.4. NH Works.
- 2.14.5. NH Employment Security.
- 2.15. The Contractor shall provide Power of Possible Work Readiness curriculum, which includes but is not limited to:
 - 2.15.1. Access to 240 hours of job search/job readiness content via FedCap Academy, an online web-based learning management tool available 24 hours a day/7 days a week.
 - 2.15.2. Participation in employer-led mock interviews.
 - 2.15.3. 60 hours of dynamic instruction and time management activities designed to produce "employer ready" job seekers.
 - 2.15.4. Get Hired!
 - 2.15.5. Exploring My Opportunities.
 - 2.15.6. Power Interviewing.
 - 2.15.7. Power of Personality.
 - 2.15.8. Positive Me!
- 2.16. The Contractor shall utilize Single Stop USA to determine if an individual is eligible for Supplemental Nutrition Assistance Program (SNAP), Women, Infants, and Children (WIC), Eamed Income Tax Credit (EITC) or Child Care Tax Credit (CTC), health insurance, and/or Low Income Energy Assistance.
- 2.17. The Contractor shall collaborate with local higher educational and vocational training institutions in order to identify and provide vocational training and educational opportunities to individuals in the treatment and/or recovery service setting.
- 2.18. The Contractor shall conduct a comprehensive vocational assessment to determine an individual's level of skills, strengths, and readiness to seek and enter the workforce ensuring the process is based on a person-centered focus grounded in individual choice and self-determination.
- 2.19. The Contractor shall utilize Diagnostic Vocational Evaluation (DVE) for conducting vocational assessments. DVE is an assessment provided to individuals to determine the following:
 - 2.19.1. Vocational interests;
 - 2.19.2. Aptitudes;
 - 2.19.3. Skills;

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



Exhibit A

- 2.19.4. Capabilities; and
- 2.19.5. Educational attainment levels.
- 2.20. The Contractor shall utilize the vocational assessment and participant inputs to design individual vocational plans of action that include appropriate levels of services and resources, including but not limited to:
 - 2.20.1. Resume writing.
 - 2.20.2. Job application writing.
 - 2.20.3. Improving client interviewing skills.
 - 2.20.4. Motivational interviewing to increase a client's willingness and readiness to seek education or employment opportunities may also be required.
- 2.21. The Contractor shall ensure all staff are trained in Motivational Enhancement Techniques (MET), which includes but is not limited to:
 - 2.21.1. Open-ended Question, Affirmations, Reflective Listening and Summarizing (OARS).
 - 2.21.2. Four Motivational Interviewing principles: Express Empathy, Roll with Resistance, Support Self-efficacy, and Develop Discrepancy.
- 2.22. The Contractor shall ensure individuals are assessed for and receive, as appropriate:
 - 2.22.1. Financial assistance for transportation to classes.
 - 2.22.2. Educational supplies, including but not limited to textbooks, as necessary.
 - 2.22.3. Access to computers and support for electronic job search functions.
- 2.23. The Contractor shall establish an employment plan for each participant that addresses previous barriers to employment, including but not limited to:
 - 2.23.1. Poor job history.
 - 2.23.2. Substance use disorder impacting performance.
 - 2.23.3. Criminal background.
- 2.24. The Contractor shall provide individuals with external employment resources and assist with gaining access to employment through activities that include, but are not limited to:
 - 2.24.1. Providing transportation assistance to job fairs.
 - 2.24.2. Providing opportunities to meet with job coaches.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



Exhibit A

- 2.24.3. Providing individuals with job-shadowing and internship opportunities.
- 2.25. The Contractor shall ensure individuals seeking vocational training or career development education are provided with resources that support those goals, including but not limited to:
 - 2.25.1. Training and class stipends.
 - 2.25.2. Financial aid and grant applications.
 - 2.25.3. Program application submission assistance.
- 2.26. The Contractor shall coordinate with the Recovery Friendly Workforce Initiative to offer opportunities for local businesses to engage with potential employees in recovery as a means to reduce stigma, identify employment opportunities, and increase the number of businesses identifying as Recovery Friendly.
- 2.27. The Contractor shall utilize a sector-based approach to job development and target a diverse range of businesses ensuring activities include, but are not limited to:
 - 2.27.1. Conducting personalized initial outreach to a business's hiring managers.
 - 2.27.2. Explaining the purpose and benefits of the Initiative, including but not limited to financial incentives that are available.
 - 2.27.3. Requesting a meeting to explore the possibility of enlisting the business in the effort.
- 2.28. The Contractor shall educate employers on services available to them for hiring individuals which shall include, but is not limited to:
 - 2.28.1. State's transitional benefits.
 - 2.28.2. Support with transportation.
 - 2.28.3. Retention case management.
 - 2.28.4. Personal development platform.
 - 2.28.5. Fedcap Academy.

3. Staffing

- 3.1. The Contractor shall ensure the Program Director manages the day-to-day program operations which includes, but is not limited to:
 - 3.1.1. Contracts.
 - 3.1.2. Space.
 - 3.1.3. Human resources.
 - 3.1.4. Budgeting.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



Exhibit A

- 3.1.5. Ensuring efficiency of workflow.
- 3.1.6. Ensuring implementation and operation of all program services and operations.
- 3.2. The Contractor shall ensure the Employment Specialist job duties include, but are not limited to:
 - 3.2.1. Administering intakes and assessments.
 - 3.2.2. Coordinating employment-related activities and offsite trainings.
 - 3.2.3. Providing barrier remediation services.
 - 3.2.4. Providing employment and training related activities and supportive services in a classroom environment.
- 3.3. The Contractor shall ensure the Job Developer identifies, develops and maintains relationships with employers in order to create employment or on-the-job/job shadowing opportunities for individuals.

4. Reporting

- 4.1. The Contractor shall track and report, on a quarterly basis, Department data requirements for programs including, but not limited to:
 - 4.1.1. Number and type of recruitment activities for individuals with an opioid use disorder.
 - 4.1.2. Number of individuals in the program with demographics such as age, gender, race, and ethnicity.
 - 4.1.3. Vocational services provided per individual.
 - 4.1.4. Start date of employment per individual.
 - 4.1.5. Type of position per individual.
 - 4.1.6. Name of employers per individual.
 - 4.1.7. Length of employment per individual.
 - 4.1.8. Aggregate percentage of individuals employed per month.
 - 4.1.9. Number of employers recruited per month.
 - 4.1.10. Types of supports provided to employers to recruit, hire, and retain individuals in recovery per month

5. Performance Measures

- 5.1. The Contractor shall ensure ninety percent (90%) of individuals complete provided training programs.
- 5.2. The Contractor shall ensure seventy-five percent (75%) of individuals gain employment.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



Exhibit A

- 5.3. The Contractor shall ensure contact and coordination with one hundred percent (100%) of Recovery Friendly Workforce Initiative employers.

6. State Opioid Response (SOR) Grant Standards

- 6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Regional Hubs for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 6.2. The Contractor shall complete client referrals to applicable Regional Hubs for substance use services within two (2) business days of a client's admission to the program.
- 6.3. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 6.3.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
- 6.3.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



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 the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, Federal Award Identification Number (FAIN), TI081685.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. 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 through Exhibit B-3.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. 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.
5. 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.
6. 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.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager
Department of Health and Human Services
Division of Behavioral Health
129 Pleasant St, 4th FL
Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. 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

JP

8-21-19

**New Hampshire Department of Health and Human Services
Workforce Readiness and Vocational Training Programs for Individuals with OUD**



Exhibit B

provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. 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.

Exhibit B-1
Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Grants Pathways

Budget Request for: Workforce Readiness and Vocational Training Programs for Individuals with Opioid Disorder (RFP-2019-BDAS-13-WORCF)
(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2020 (SFY2020)

Line/Item	Total Program Cost			Contractor, Share, Match			Funded by DHHS Contract/Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 89,800.00	\$ 10,776.00	\$ 100,576.00				\$ 89,800.00	\$ 10,776.00	\$ 100,576.00
2. Employee Benefits	\$ 28,736.00	\$ 3,448.32	\$ 32,184.32				\$ 28,736.00	\$ 3,448.32	\$ 32,184.32
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 1,200.00	\$ 144.00	\$ 1,344.00				\$ 1,200.00	\$ 144.00	\$ 1,344.00
6. Travel	\$ 6,000.00	\$ 720.00	\$ 6,720.00				\$ 6,000.00	\$ 720.00	\$ 6,720.00
7. Occupancy	\$ 7,500.00	\$ 900.00	\$ 8,400.00				\$ 7,500.00	\$ 900.00	\$ 8,400.00
8. Current Expenses:									
Telephones	\$ 600.00	\$ 72.00	\$ 672.00				\$ 600.00	\$ 72.00	\$ 672.00
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory)									
TOTAL	\$ 133,836.00	\$ 18,040.00	\$ 149,896.00				\$ 133,836.00	\$ 18,040.00	\$ 149,896.00

Indirect As A Percent of Direct 12.0%

Contractor Initials **PR**
Date **8-21-19**

Exhibit B2
Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Grants Pathways

Budget Request for: Workforce Readiness and Vocational Training Programs for Individuals with Opioid Disorder (RFP-2019-BDAS-13-WORDF)
(Name of RFP)

Budget Period: July 31, 2020 - September 29, 2020 (SFY 2021)

Line Item	Total Program Cost			Contractor Share(s) Match			Funded by UHHS Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	27,450.00	3,294.00	30,744.00				27,450.00	3,294.00	30,744.00
2. Employee Benefits	8,784.00	1,054.08	9,838.08				8,784.00	1,054.08	9,838.08
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Replacement	798.50	93.58	892.08				798.50	93.58	892.08
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	300.00	36.00	336.00				300.00	36.00	336.00
6. Travel	1,125.00	135.00	1,260.00				1,125.00	135.00	1,260.00
7. Occupancy	1,875.00	225.00	2,100.00				1,875.00	225.00	2,100.00
8. Current Expenses:									
Telephone	150.00	18.00	168.00				150.00	18.00	168.00
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specify details mandatory)									
TOTAL	40,480.50	4,857.44	45,338.16				40,480.50	4,857.44	45,338.16

Indirect As A Percent of Direct

12.0%

Contractor Initials **JP**
Date **8-21-19**

New Hampshire Department of Health and Human Services
Exhibit C



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 Contractors 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

J.R.



**New Hampshire Department of Health and Human Services
Exhibit C**

- 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.

Exhibit C - Special Provisions

Contractor Initials PR

**New Hampshire Department of Health and Human Services
Exhibit C**



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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



New Hampshire Department of Health and Human Services
Exhibit C

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP 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 EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/oci/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

**New Hampshire Department of Health and Human Services
Exhibit C**



- 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 two (2) additional years, 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 FR



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

Vendor Initials PR
Date 8-21-79



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.

Vendor Name:

8-21-19
Date

P. Reed
Name:
Title: CP State Director

Vendor Initials PR
Date 8-21-19



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

8-21-19
Date

P. Reed
Name:
Title: GP State Director

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor 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

New Hampshire Department of Health and Human Services
Exhibit F



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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (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.

Vendor Name:

8-21-19
Date

D Reed
Name:
Title: GP State Director

Vendor Initials PR
Date 8-21-19

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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:

Vendor 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

Vendor Initials

PR

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

8-21-19
Date

[Signature]
Name:
Title: GP State Director

Exhibit G

Vendor Initials: PR

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

New Hampshire Department of Health and Human Services
Exhibit H



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 Vendor 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 Vendor 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.

Vendor Name:

8-21-19
Date

[Signature]
Name:
Title: GP State Director



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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

Vendor Initials PR

Date 8-21-19

New Hampshire Department of Health and Human Services



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR 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

3/2014

Vendor Initials

P.R.

Date *8-24-19*



New Hampshire Department of Health and Human Services

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

New Hampshire Department of Health and Human Services



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

3/2014

Vendor Initials

PR

Date 8-25-19



New Hampshire Department of Health and Human Services

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

Vendor Initials PR

Date 8-21-19



New Hampshire Department of Health and Human Services

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

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/22/19
Date

Granite Pathways
Name of the Vendor

[Signature]
Signature of Authorized Representative

Patricia Reed
Name of Authorized Representative

GP State Director
Title of Authorized Representative

8-21-19
Date

New Hampshire Department of Health and Human Services
Exhibit J



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 Vendor 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 Vendor 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.

Vendor Name: Granite Pathways

8-21-19
Date

[Signature]
Name:
Title: GP State Director

Vendor Initials BR
Date 8-21-19

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

P.R.

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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:).

PR

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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