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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
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed \$3,200,000 for the provision of Recovery Oriented Step-Up Step-Down programs for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Connections Peer Support Center (Portsmouth, NH)	157070-B001	Portsmouth	\$800,000
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI (Nashua, NH)	209287-B001	Nashua	\$800,000
Monadnock Area Peer Support Agency (Keene, NH)	157973-B001	Keene	\$800,000
On the Road to Recovery, Inc. dba On the Road to Wellness (Manchester, NH)	158839-B001	Manchester	\$800,000
		Total:	\$3,200,000

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

See attached fiscal details.

EXPLANATION

The purpose of this request is for the four (4) Contractors to each continue to operate a three (3) bed Recovery Oriented Step-Up Step-Down (SUSD) program for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X. Expanding the availability of SUSD options statewide is a core recommendation (recommendation #6) of New Hampshire's 10-Year Mental Health Plan. The recommendation calls for new and/or expanded programs for individuals leaving inpatient facilities and individuals at risk of admissions in order to bridge the current mental health system's gap in the continuum of care as adults transition to and from higher levels of care.

Approximately 75 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will continue to operate a three (3) bed Recovery Oriented SUSD program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:

- Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
- Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
- Require more intensive supports to prevent admission to an inpatient psychiatric setting.

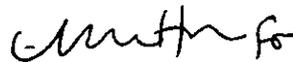
The Contractors will utilize the Intentional Peer Support or another Substance Abuse and Mental Health Services Administration-recognized mental health peer support model to facilitate recovery and wellness with individuals served in the program.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 25, 2022 through April 29, 2022. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subparagraph 1.2. of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, twelve (12) Recovery Oriented SUSD beds would close and individuals in need of short-term recovery-based transition and mental health peer support services will not receive these critical services. Recovery Oriented SUSD programs support successful transitions to the community following hospitalization and/or prevent hospital-level of care which, in turn, increases the availability of beds for individuals awaiting inpatient hospital services across the State.

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

Project ID # **RFA-2023-BMHS-02-RECOV**

Project Title **Recovery Oriented Step-Up Step-Down Programs**

	Maximum Points Available	* Monadnock Area Peer Support – Region 2	Monadnock Area Peer Support - Region 5	H.E.A.R.T.S PSA – Region 6	On the Road to Wellness – Region 7	Connections Peer Support Center – Region 8
Technical						
Ability Q1	40	N/A	40	33	40	40
Experience Q2	25	N/A	23	23	23	24
Staffing Q3	30	N/A	28	17	27	28
Collaboration Q4	25	N/A	25	23	25	25
TOTAL POINTS	120	N/A	116	96	115	117

* Disqualified

Reviewer Name

Title

- 1 Ayla Kendall
- 2 Thomas Grinley
- 3 Sara Suter
- 4 Tiffany Crowel
- 5 Tanja Godtfredsen

- Program Planning And Review Specialist
- Program Planning and Review Specialist
- Recovery Program Specialist
- Nurse Administrator
- Business Administrator II

Financial Detail

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT					
100% General Funds					
Activity Code: 92204117					
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2023	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
2024	Contracts for Prog Svs	102-500731	\$ 400,000.00	\$ -	\$ 400,000.00
Subtotal			\$ 800,000.00	\$ -	\$ 800,000.00
TOTAL			\$ 3,200,000.00	\$ -	\$ 3,200,000.00
Summary by Vendor					
Monadnock Area Peer Support Agency			\$ 800,000.00		
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			\$ 800,000.00		
On the Road to Recovery, Inc.			\$ 800,000.00		
Connections Peer Support Center			\$ 800,000.00		
Total			\$ 3,200,000.00		

Subject: Recovery Oriented Step-Up Step-Down Programs (RFA-2023-BMHS-02-RECOV-01)

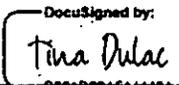
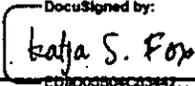
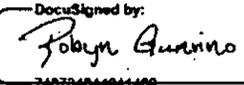
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Connections Peer Support Center		1.4 Contractor Address 544 Islington Street Portsmouth, NH 03801603-427-6966	
1.5 Contractor Phone Number 603-427-6966	1.6 Account Number 010-092-4117-102-0731 92204117	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$800,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Tina Dulac Date: 6/3/2022		1.12 Name and Title of Contractor Signatory Tina Dulac Interim E.O.	
1.13 State Agency Signature DocuSigned by:  Katja S. Fox Date: 6/3/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/6/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/3/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 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 for Services provided in EXHIBIT B; in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.

Contractor Initials DS
TD
Date 6/3/2022

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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials TD
Date 6/3/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS
TD
Date 6/3/2022

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 or upon Governor and Executive Council approval, whichever is later ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide a Recovery Oriented Step-Up Step-Down program in this Agreement to individuals 18 years of age or older, with long term and/or severe mental illness, as defined in NH RSA 135-C:2 X.
- 1.2. The Contractor shall ensure services are physically located in NH Mental Health Region 8, and are available to individuals statewide, regardless of an individual's insurance coverage, residence or place of employment.
- 1.3. For the purposes of this Agreement, all references to days shall mean consecutive calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider, the information or records will be subject to all safeguards of 42 CFR Part 2.
- 1.6. The Contractor shall operate a three (3) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
- 1.7. The Contractor shall ensure Recovery Oriented Step-Up Step-Down programs are:
 - 1.7.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
 - 1.7.2. At a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval by the Governor and Executive Council.
- 1.8. The Contractor shall ensure the Recovery Oriented Step-Up Step-Down program maintains:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.8.1. A specific sleeping area designated for each individual, ensuring common areas are not used as bedrooms.
- 1.8.2. A minimum of one (1) bathroom with a sink, toilet, and shower.
- 1.8.3. Storage space for each individual's clothing and personal possessions.
- 1.8.4. A kitchen area for the individual(s) to store and prepare meals.
- 1.8.5. A minimum of one (1) telephone for incoming and outgoing calls.
- 1.9. The Contractor shall ensure Recovery Oriented Step-Up Step-Down program include, but are not limited to:
 - 1.9.1. Program(s) that are voluntary admission, short term, with overnight peer support services.
 - 1.9.2. Non-clinical peer supports, which includes access to a 24 hour staff.
 - 1.9.3. Policies that establish a 90 day maximum stay limit per individual, per episode.
 - 1.9.4. Programs staffed by peer support specialists as defined in NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the State Peer Support Specialist certification exam within 12 months of employment.
 - 1.9.5. Coordination with outpatient community-based clinical treatment providers.
- 1.10. The Contractor shall utilize the Intentional Peer Support (IPS) or another Substance Abuse and Mental Health Services Administration (SAMHSA) recognized mental health peer support model to facilitate recovery and wellness with individuals in the Recovery Oriented Step-Up Step-Down program. The Contractor shall ensure:
 - 1.10.1. Programs operate in accordance with SAMHSA Core Competencies for Peer Support Workers in a behavioral health system;
 - 1.10.2. Individuals are referred to other community-based service providers, as appropriate, to ensure:
 - 1.10.2.1. Individuals are connected to community providers, programs, and applicable services; and
 - 1.10.2.2. Whole-health needs of each individual are met.
 - 1.10.3. Programs utilize a statewide referral form approved by the Department;
 - 1.10.4. Programs adhere to a standardized Department-approved admission criteria that includes, but is not limited to, serving individuals who

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- 1.10.4.1. Are at least 18 years of age.
- 1.10.4.2. Are residents of the State of New Hampshire.
- 1.10.4.3. Self-identify as being in psychiatric distress.
- 1.10.4.4. Express a willingness to engage in daily services and wellness activities.
- 1.10.4.5. Self-administer medication, if applicable, or receive medication from a community provider or clinician off-site.
- 1.10.5. Referrals for individuals utilizing the program as a Step-Up are accepted if submitted through:
 - 1.10.5.1. Community mental health centers or providers;
 - 1.10.5.2. Mobile Crisis/ Rapid Response Teams;
 - 1.10.5.3. NH Rapid Response Access Point;
 - 1.10.5.4. Peer Support Agencies; or
 - 1.10.5.5. Other entities, as approved by the Department.
- 1.10.6. Referrals for individuals utilizing the program as a Step-Down are accepted if submitted through:
 - 1.10.6.1. New Hampshire Hospital;
 - 1.10.6.2. Designated Receiving Facilities;
 - 1.10.6.3. Mobile Crisis/ Rapid Response Teams;
 - 1.10.6.4. Community mental health centers or providers;
 - 1.10.6.5. Hospitals; or
 - 1.10.6.6. Other entities, as approved by the Department.
- 1.10.7. Programs are staffed and operated by a minimum of one (1) Certified Peer Support Specialist with lived experience with mental illness, 24 hours per day when participants are in the program.
- 1.10.8. Programs support recovery and resiliency through interventions and services, or connections to services, which include, but are not limited to:
 - 1.10.8.1. Facilitating connections to natural supports, defined as relationships that occur in everyday life, which may include, but are not limited to:
 - 1.10.8.1.1. Family.
 - 1.10.8.1.2. Friends.
 - 1.10.8.1.3. Neighbors.

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- 1.10.8.1.4. Coworkers.
- 1.10.8.1.5. Peer support networks when transitioning back to their communities.
- 1.10.8.2. Developing and supporting individual discharge plans.
- 1.10.8.3. Providing access to a minimum of one (1) SAMHSA-recognized peer support model that emphasizes physical, psychological, and emotional safety and focuses on individual strengths as a method to rebuild a sense of control and empowerment.
- 1.10.8.4. Providing opportunities for engagement in structured daily activities while participating in the program.
- 1.10.8.5. Developing individualized safety and wellness plans that support person-centered recovery goals, which may include Wellness Recovery Action Plans (WRAP).
- 1.10.9. Programs support connections to current clinical treatment teams by allowing visits and meetings with individuals at the program site and collaborate with current service providers by establishing memoranda of understanding, communication protocols and sharing of care plans with written consent where appropriate.
- 1.10.10. Programs support individuals with maintaining participation in academic coursework and/or employment.
- 1.11. The Contractor shall assist individuals without established service providers to obtain a variety of supports that include, but are not limited to:
 - 1.11.1. Referring individuals to Department supports for benefits that may include, but are not limited to:
 - 1.11.1.1. Social Security.
 - 1.11.1.2. Food Stamps.
 - 1.11.1.3. Utility assistance.
 - 1.11.2. Assisting individuals with obtaining, completing, and submitting housing applications.
 - 1.11.3. Identifying and connecting participants to resources within the community which may include, but are not limited to:
 - 1.11.3.1. Peer support agencies.
 - 1.11.3.2. Community mental health centers.
 - 1.11.3.3. Faith-based groups.
 - 1.11.3.4. Transportation services.

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- 1.11.3.5. Primary care services.
- 1.11.3.6. Homemaker and personal care services.
- 1.12. The Contractor shall administer a functional assessment of each individual at intake and discharge from the program, as approved by the Department to include, but not be limited to, data identified in Subparagraph 1.51.1.
- 1.13. The Contractor shall develop a referral process with the local community mental health center for individuals who, while in the program, experience a rise in acuity level and require:
 - 1.13.1. A higher level of care; or
 - 1.13.2. An evaluation for hospitalization.
- 1.14. The Contractor shall ensure individual health needs are addressed during the course of their stay.
- 1.15. The Contractor shall maintain a smoke-free environment and provide tobacco intervention services to individuals who are former or current smokers. The Contractor shall ensure:
 - 1.15.1. Former smokers receive appropriate supports that assist with maintaining a non-smoking status; and
 - 1.15.2. Current smokers are offered support with smoking cessation.
- 1.16. The Contractor shall ensure the discharge process includes, but is not limited to:
 - 1.16.1. Conducting discharge planning meetings that actively include individuals receiving services.
 - 1.16.2. Ensuring the first discharge meeting occurs no later than 30 days from the date of the individual's admission.
 - 1.16.3. Ensuring discharge meetings include, but are not limited to, input from:
 - 1.16.3.1. Community mental health centers.
 - 1.16.3.2. Primary care services.
 - 1.16.3.3. Other providers.
 - 1.16.3.4. Natural supports.
 - 1.16.4. Ensuring discharge plans are wellness and recovery oriented and include, but are not limited to, individualized:
 - 1.16.4.1. Emergency contacts.
 - 1.16.4.2. Community support contacts.
 - 1.16.4.3. Updates on presenting problem.
 - 1.16.4.4. Disposition.

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- 1.16.4.5. Recovery goals.
- 1.16.4.6. Action steps to transition back into the community.
- 1.17. The Contractor shall enroll individuals in the Recovery Orientated Step-Up Step-Down Program who meet the specifications described in Subparagraphs 1.10.4. through 1.10.6., and:
 - 1.17.1. Who have a desire to work on wellness issues; and
 - 1.17.2. Who have a desire to participate in peer support services.
- 1.18. The Contractor shall ensure the Recovery Orientated Step-Up Step-Down Program Guest application includes, but is not limited to:
 - 1.18.1. The minimum engagement policy.
 - 1.18.2. Suspension of services policy.
 - 1.18.3. Step-Up Step-Down program rules.
 - 1.18.4. Attestation that the individual supports the mission of the Peer Support Agency (PSA).
 - 1.18.5. A maximum 90 day length of stay agreement.
- 1.19. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
 - 1.19.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.20. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting for the purpose exchanging information as well as supporting and strengthening the statewide Peer Support system.
- 1.21. The Contractor shall meet, at a minimum of two (2) times per year, with other regional community support organizations that serve the same populations, which may include, but are not limited to:
 - 1.21.1. Mental health centers.
 - 1.21.2. Area homeless shelters.
 - 1.21.3. Community action programs.
 - 1.21.4. Housing agencies.
- 1.22. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Sections 1.20. through 1.21.4.

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- 1.23. The Contractor shall submit a grievance and appeals process to the Department for approval. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
 - 1.23.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 1.23.1.1. Individual's name.
 - 1.23.1.2. Date of written grievance.
 - 1.23.1.3. Nature and subject of the grievance.
 - 1.23.1.4. A method to submit an anonymous grievance.
 - 1.23.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
 - 1.23.3. A method to track grievances.
 - 1.23.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 1.23.5. An immediate review of the grievance and investigation by the Contractor's director or his or her designee.
 - 1.23.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 1.23.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.24. The Contractor shall ensure its Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.25. The Contractor shall submit a copy of the written decision regarding the grievance to the Department within one (1) day from the written decision.
- 1.26. The Contractor shall participate in quality assurance program reviews and site visits on a schedule provided by the Department. The Contractor agrees that:
 - 1.26.1. All Agreement deliverables, programs, and activities are subject to review; and
 - 1.26.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.27. The Contractor shall participate in quality assurance reviews as follows:
 - 1.27.1. Ensure the Department is provided with access that shall include, but is not limited to:
 - 1.27.1.1. Data.

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- 1.27.1.2. Financial records.
 - 1.27.1.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.5. Scheduled phone access to Contractor principals and staff.
- 1.28. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
- 1.28.1. Participating in bi-annual quality improvement review.
 - 1.28.2. Participating in ongoing monitoring and reporting based on the bi-annual quality assurance review and any corrective action plan submitted in conjunction with the Department and Contractor.
 - 1.28.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
 - 1.28.4. Reviewing personnel files for completeness.
 - 1.28.5. Reviewing the grievance process.
- 1.29. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with Agreement activities, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.30. The Contractor shall provide all requested audits to the Department no later than November 1 of each State Fiscal Year.
- 1.31. The Contractor shall maintain staffing as specified in this Statement of Work.
- 1.32. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 1.33. The Contractor shall not add, delete, defund, or transfer staff positions among programs without prior written permission from the Department.
- 1.34. The Contractor shall develop a Staffing Contingency Plan for Department approval no later than 30 days from the Agreement effective date, which includes but is not limited to:
- 1.34.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 1.34.2. The description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.

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- 1.34.3. The description of time frames necessary for obtaining staff replacements.
- 1.34.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 1.35. The Contractor shall submit an emergency staffing plan within 30 days of the Agreement effective date that includes, but is not limited to:
 - 1.35.1. Inclement weather notifications for programming and transportation services.
 - 1.35.2. Emergency evacuation plans.
- 1.36. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 1.36.1. Obtain and verify at least two (2) references for the individual;
 - 1.36.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 1.36.3. Complete a criminal records check to ensure that the individual has no history of:
 - 1.36.3.1. Felony conviction; or
 - 1.36.3.2. Any misdemeanor conviction involving:
 - 1.36.3.2.1. Physical or sexual assault;
 - 1.36.3.2.2. Violence;
 - 1.36.3.2.3. Exploitation;
 - 1.36.3.2.4. Child pornography;
 - 1.36.3.2.5. Threatening or reckless conduct;
 - 1.36.3.2.6. Theft;
 - 1.36.3.2.7. Driving under the influence of drugs or alcohol; or
 - 1.36.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 1.36.4. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.
- 1.37. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a

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volunteer if:

- 1.37.1. The individual's name is on the BEAS state registry;
 - 1.37.2. The individual has a record of a felony conviction; or
 - 1.37.3. The individual has a record of any misdemeanor conviction as referenced above.
- 1.38. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.38.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
 - 1.38.2. All staff training shall be in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.05, Staff Training, Staff Development and Orientation.
 - 1.38.3. All staff training shall be in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the state peer support specialist certification exam within 12 months of employment.
 - 1.38.4. All personnel and training records are current and available to the Department, as requested.
- 1.39. The Contractor shall maintain documentation of completed trainings and certifications in staff files.
- 1.40. The Contractor shall ensure suicide prevention training, as approved by the Department, is provided annually to all staff.
- 1.41. The Contractor shall ensure that annual Wellness Training is available to staff.
- 1.42. The Contractor shall provide Intentional Peer Support (IPS) training or another SAMHSA recognized mental health peer support model and its required consultations to meet State Peer Specialist certification.
- 1.43. The Contractor shall ensure all staff, as applicable to their job description, including the Executive Director, participate in trainings, that include, but are not limited to:
- 1.43.1. Staff Development.
 - 1.43.2. Supervision.
 - 1.43.3. Performance Appraisals.
 - 1.43.4. Employment Practices.

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- 1.43.5. Sexual Harassment.
- 1.43.6. Member Rights.
- 1.43.7. Program Development.
- 1.43.8. Grievance and the grievance procedure process.
- 1.43.9. Financial Management.
- 1.43.10. Incident reporting process.
- 1.44. The Contractor shall obtain prior approval by the Department no later than 30 days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 1.45. The Contractor shall ensure comprehensive administrative support for all services provided in this Agreement.
- 1.46. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.47. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.48. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.48.1. Personnel records.
 - 1.48.2. Financial records.
 - 1.48.3. Program data files.
- 1.49. The Contractor shall ensure staff, including the Executive Director, participate in NH Center for Nonprofit trainings on finance, governance and leadership development as required by the Department.
- 1.50. Reporting
 - 1.50.1. The Contractor shall collect and submit, to the Department, individual data in the format, content, frequency and method, as approved by the Department, that includes, but is not limited to:
 - 1.50.1.1. Region of origin upon admission.
 - 1.50.1.2. Referral source.
 - 1.50.1.3. Discharge region.
 - 1.50.1.4. Presenting problem upon admission.
 - 1.50.1.5. If admission was diversion from inpatient care (step-up).
 - 1.50.1.6. If admission facilitated a supported transition ~~out~~ of inpatient care (step-down).

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- 1.50.1.7. Age.
- 1.50.1.8. Gender.
- 1.50.1.9. Sexual orientation.
- 1.50.1.10. Race and ethnicity.
- 1.50.1.11. Legal status.
- 1.50.1.12. Employment status.
- 1.50.1.13. Individual's housing status upon admission and discharge.
- 1.50.1.14. Discharge reason.
- 1.50.1.15. Length of stay.
- 1.50.1.16. Resource referrals.
- 1.50.1.17. Entry and exit client status indicators that include, but not be limited to, whether the individual:
 - 1.50.1.17.1. Was a Step-Up or Step-Down referral;
 - 1.50.1.17.2. Exited to a higher level of care; or
 - 1.50.1.17.3. Was referred from a higher level of care.
- 1.50.1.18. 90-day follow-up status post program discharge that includes the number of hospital admissions categorized by physical and psychiatric.
- 1.50.2. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
 - 1.50.2.1. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
 - 1.50.2.2. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
 - 1.50.2.3. Revenues equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
 - 1.50.2.4. The Profit and Loss Statements include a budget column allowing for budget-to-actual analysis.
 - 1.50.2.5. Statements are based on the accrual method of accounting and include the Contractor's total revenues and

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expenditures, whether or not generated by, or resulting from, funds provided pursuant to this Agreement.

- 1.50.3. The Contractor shall submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
- 1.50.4. The Contractor shall prepare an Annual Report that:
 - 1.50.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.50.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
- 1.50.5. The Contractor shall submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.50.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.50.5.2. Number of bed days;
 - 1.50.5.3. Staffing levels; and
 - 1.50.5.4. Daily provided programming.
- 1.50.6. The Contractor shall submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
- 1.50.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including client-level demographic, performance, and service data.

1.51. Performance Measures

- 1.51.1. The Contractor shall perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:
 - 1.51.1.1. Meeting 80% minimum occupancy standards annually.
 - 1.51.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
 - 1.51.1.3. Facilitating Step-Down transitions with no more than 5% of individuals being readmitted to hospital level care within the 90 day period.

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2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original

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evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. 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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
 - 2.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
 - 2.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services;
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee 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, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 8.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 8.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
- 8.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- 8.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
- 8.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

property (and cost of any improvements) to the current fair market value of the property.

8.3. Equipment.

8.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

8.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

8.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

8.3.2.2. Not encumber the property without approval of the State.

8.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

8.3.3. Use.

8.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

8.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

projects is also permissible with approval from the State.

- 8.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 8.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
 - 8.3.4.1. Property records must be maintained that include a description of the property; a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 8.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
 - 8.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 8.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
 - 8.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 8.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
- 8.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
- 8.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- 8.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

9. Property Trust Relationship and Liens

- 9.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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

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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.

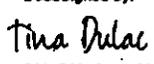
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

 Name: Tina Dulac
 Title: Interim E.D.



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: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

Tina Dulac

Name: Tina Dulac

Title: Interim E.D.

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Vendor Initials

6/3/2022

Date



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:
Tina Dulac
Name: Tina Dulac
Title: Interim E.D.

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

Tina Dulac

Name: Tina Dulac

Title: Interim E.D.

Exhibit G

Contractor Initials

DS
TD

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

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

Contractor Name: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

Tina Dulac

Name: Tina Dulac

Title: Interim E.D.

Contractor Initials

DS
TD

Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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- 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

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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

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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

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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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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) l, 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

Connections Peer Support Center

The State by:

Name of the Contractor

Katja S. Fox

Tina Dulac

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Tina Dulac

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

Interim E.D.

Title of Authorized Representative

6/3/2022

6/3/2022

Date

Date



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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.

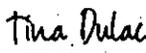
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: Connections Peer Support Center

6/3/2022

Date

DocuSigned by:

 Name: Tina Dulac
 Title: Interim E.O.

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FORM A

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

1. The DUNS number for your entity is: 019035366

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?

X 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: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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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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

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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.).

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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

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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.

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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



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

State of New Hampshire

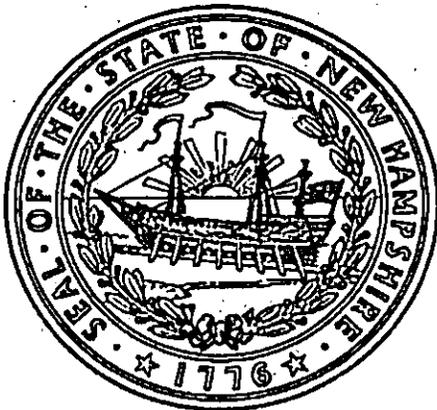
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONNECTIONS PEER SUPPORT CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 08, 1992. 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: 175447

Certificate Number: 0005784598



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carol Hollis, 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 Connections Peer Support Center
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 05/26, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tina M. Dulac (may list more than one person).
(Name and Title of Contract Signatory)

is duly authorized on behalf of Connections Peer Support Center to enter into contract or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 6/2/2022

Carol A Hollis

Signature of Elected Officer

Name:

Title: Pres of BOD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2022

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

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

PRODUCER The SIG Insurance Agencies 219 South Main Street Cheshire CT 06410		CONTACT NAME: Heather Ruwet PHONE (A/C No. Ext): (203) 250-1006 FAX (A/C. No.): (888) 803-8717 E-MAIL ADDRESS: hruwet@findsig.com	
INSURED Connections Peer Support Center Inc 544 Islington St Portsmouth NH 03801-4211		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Ins Co (Personal Lines) NAIC # 23787 INSURER B: Wesco Insurance Co 25011 INSURER C: USLI INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2251815314 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR RSD	YVQ	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP ARG \$ OTHER \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBA5433657805	12/18/2021	12/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Fellow employee liability \$	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/M Y	N/A	WWC3591364	06/12/2022	06/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liability			NDO2608703R	11/17/2021	11/17/2022	Each Claim \$ 1,000,000 Aggregate \$ 1,000,000	

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

D The Ohio Casualty Insurance Company : Employee Dishonesty Bond #999135031 Bond Limit \$25,000
 Term: 10/8/2021 - 10/6/2022

CERTIFICATE HOLDER

CANCELLATION

State of NH DHHS 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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MISSION STATEMENT

The mission of CPSC is to promote the health, and wellness and recovery of our members and participants who have had, currently have, or are at risk of having mental health issues. We do this by providing a safe environment for self-reflection using Intentional Peer Support and a daily variety of groups and educational opportunities to support movement toward self-determination and empowerment and hope-based recovery.

Vision

All members will participate and feel comfortable in their community, have the tools to fulfill their basic needs and personal goals and recovery, connect to resources they need, will feel supported by their peers, understand the role of recovery in their lives, contribute to their communities at large, be able to navigate through the system, feel hopeful and empowered, and feel welcome, safe, and comfortable.

Guiding Principles

Our programs are grounded in the principles of:

- Intentional Peer Support;
- Personal responsibility and accountability;
- Holistic perspective on health and well-being;
- Respecting others' thoughts and beliefs as not only valid, but important opportunities for growth;
- Growth beyond the stigma, shame and limits placed on us;
- Creating and maintaining a strong, active voice and presence dedicated to social change;
- Knowledge that this strong, active presence will increase understanding and compassion and decrease ignorance and denial outside of our community;
- The knowledge that very few individuals, if any, in our society are untouched by mental health issues – within themselves, their families, friends, their communities, and society at large. This is an issue that impacts us all and it needs greater understanding and attention.

Approved by CPSC BoD: 01/04/2016

Financial Statements

CONNECTIONS PEER SUPPORT
CENTER

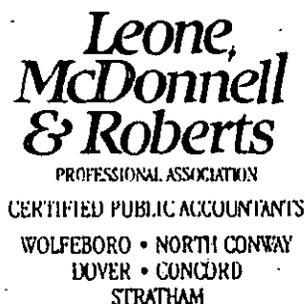
**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORT**

CONNECTIONS PEER SUPPORT CENTER
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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To the Board of Directors of
Connections Peer Support Center
Portsmouth, New Hampshire



INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Connections Peer Support Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years 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 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 audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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 auditors consider 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 Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Connections Peer Support Center as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

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

Leone, McDonnell + Roberts
Professional Association

October 26, 2021
Dover, New Hampshire

CONNECTIONS PEER SUPPORT CENTER**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020**

	<u>ASSETS</u>	
	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash	\$ 33,726	\$ 24,864
Accounts receivable	63,243	41,845
Prepaid expenses	<u>280</u>	<u>2,789</u>
Total current assets	<u>97,249</u>	<u>69,498</u>
PROPERTY AND EQUIPMENT, NET	<u>519,542</u>	<u>133,934</u>
OTHER ASSETS		
Restricted cash	<u>50,893</u>	<u>30,575</u>
Total assets	<u>\$ 667,684</u>	<u>\$ 234,007</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of long term debt	\$ 9,164	\$ -
Accounts payable	3,283	2,324
Accrued expenses	11,400	10,030
Accrued payroll and related taxes	38,200	21,246
Refundable advances	<u>50,893</u>	<u>30,575</u>
Total current liabilities	<u>112,940</u>	<u>64,175</u>
LONG TERM LIABILITIES		
Long term debt, less current portion	<u>269,836</u>	<u>-</u>
Total liabilities	<u>382,776</u>	<u>64,175</u>
NET ASSETS		
Without donor restrictions	284,908	168,607
With donor restrictions	<u>-</u>	<u>1,225</u>
Total net assets	<u>284,908</u>	<u>169,832</u>
Total liabilities and net assets	<u>\$ 667,684</u>	<u>\$ 234,007</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
PUBLIC SUPPORT			
Grants and contracts	\$ 450,654	\$ -	\$ 450,654
Donations	<u>14,196</u>	<u>-</u>	<u>14,196</u>
Total public support	464,850	-	464,850
REVENUES			
Interest	<u>21</u>	<u>-</u>	<u>21</u>
Total public support and revenues	464,871	-	464,871
Net assets released from restrictions	<u>1,225</u>	<u>(1,225)</u>	<u>-</u>
Total public support and revenues	<u>466,096</u>	<u>(1,225)</u>	<u>464,871</u>
EXPENSES			
Program services	313,271	-	313,271
General and administrative	<u>36,524</u>	<u>-</u>	<u>36,524</u>
Total expenses	<u>349,795</u>	<u>-</u>	<u>349,795</u>
INCREASE (DECREASE) IN NET ASSETS	116,301	(1,225)	115,076
NET ASSETS, BEGINNING OF YEAR	<u>168,607</u>	<u>1,225</u>	<u>169,832</u>
NET ASSETS, END OF YEAR	<u>\$ 284,908</u>	<u>\$ -</u>	<u>\$ 284,908</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
PUBLIC SUPPORT			
Grants and contracts	\$ 279,936	\$ -	\$ 279,936
Donations	<u>16,356</u>	<u>1,045</u>	<u>17,401</u>
Total public support	296,292	1,045	297,337
REVENUES			
Interest	<u>22</u>	<u>-</u>	<u>22</u>
Total public support and revenues	298,314	1,045	297,359
Net assets released from restrictions	<u>4,820</u>	<u>(4,820)</u>	<u>-</u>
Total public support and revenues	<u>301,134</u>	<u>(3,775)</u>	<u>297,359</u>
EXPENSES			
Program services	267,079	-	267,079
General and administrative	<u>25,392</u>	<u>-</u>	<u>25,392</u>
Total expenses	<u>292,471</u>	<u>-</u>	<u>292,471</u>
INCREASE (DECREASE) IN NET ASSETS	8,663	(3,775)	4,888
NET ASSETS, BEGINNING OF YEAR	<u>159,944</u>	<u>5,000</u>	<u>164,944</u>
NET ASSETS, END OF YEAR	<u>\$ 168,607</u>	<u>\$ 1,225</u>	<u>\$ 169,832</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 220,089	\$ 6,807	\$ 226,896
Professional fees	-	20,893	20,893
Payroll taxes	18,142	1,578	19,720
Staff development	13,808	1,534	15,342
Depreciation	12,507	1,706	14,213
Office supplies and postage	12,261	645	12,906
Telephone	9,818	-	9,818
Other	6,916	768	7,684
Insurance	6,095	1,524	7,619
Travel	3,920	436	4,356
Repairs and maintenance	3,890	-	3,890
Utilities	2,554	382	2,936
Property taxes	1,604	140	1,744
Benefits	1,023	77	1,100
Dues and publications	644	34	678
TOTAL	<u>\$ 313,271</u>	<u>\$ 36,524</u>	<u>\$ 349,795</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 172,034	\$ 5,321	\$ 177,355
Staff development	21,465	2,385	23,850
Depreciation	14,054	1,917	15,971
Payroll taxes	13,109	1,140	14,249
Travel	11,199	1,244	12,443
Office supplies and postage	11,293	594	11,887
Professional fees	-	10,265	10,265
Other	7,006	778	7,784
Insurance	4,798	1,200	5,998
Telephone	5,862	-	5,862
Utilities	2,872	429	3,301
Repairs and maintenance	1,557	-	1,557
Benefits	1,024	77	1,101
Dues and publications	806	42	848
	<u>267,079</u>	<u>25,392</u>	<u>292,471</u>
TOTAL	<u>\$ 267,079</u>	<u>\$ 25,392</u>	<u>\$ 292,471</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 115,076	\$ 4,888
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	14,213	15,971
(Increase) decrease in assets:		
Accounts receivable	(21,398)	(41,782)
Prepaid expenses	2,509	(30)
(Decrease) increase in liabilities:		
Accounts payable	959	1,060
Accrued expenses	1,370	295
Accrued payroll and related taxes	16,954	11,603
Refundable advances	<u>20,318</u>	<u>(31,113)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>150,001</u>	<u>(39,108)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	<u>(120,821)</u>	<u>(4,552)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(120,821)</u>	<u>(4,552)</u>
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	29,180	(43,660)
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	<u>55,439</u>	<u>99,099</u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 84,619</u>	<u>\$ 55,439</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Purchase of property financed by debt	<u>\$ 279,000</u>	<u>\$ -</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

NOTE 1. ORGANIZATION

Connections Peer Support Center (the Center) is a nonprofit organization that was established on June 8, 1992 and whose operations are located in Portsmouth, New Hampshire and Northwood, New Hampshire. The Center's purpose is to implement a consumer agenda for improving the quality of life of adult consumers of mental health services in Rockingham County. A majority of the Center's support is provided by a grant from the State of New Hampshire Bureau of Mental Health Services, (BMHS).

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Center prepares its financial statements using the accrual method of accounting, in accordance with accounting principles generally accepted in the United States of America, whereby revenue is recognized when earned and expenses are recognized in the period incurred.

Basis of Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 958-205, Not-for-Profit Entities, Presentation of Financial Statements.

Net assets without donor restrictions: include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. These net assets may be used at the discretion of the Center's management and board of directors.

Net assets with donor restrictions: include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Center or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

The Center considers all highly liquid instruments with an original maturity date of three months or less to be cash equivalents. The Center has no cash equivalents as of June 30, 2021 and 2020.

Restricted Cash

Restricted cash represents the refundable advances as of June 30, 2021 and 2020, and total \$14,710 and \$30,575, respectively. The Center must receive prior approval from the State of New Hampshire in order to utilize these funds.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	<u>2021</u>	<u>2020</u>
Cash	\$ 69,909	\$ 24,864
Restricted cash	<u>14,710</u>	<u>30,575</u>
Total cash and restricted cash	<u>\$ 84,619</u>	<u>\$ 55,439</u>

Accounts Receivable

Accounts receivable consists of amounts due from the State of New Hampshire Bureau of Mental Health Services. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each fiscal year. At June 30, 2021 and 2020, no allowance was deemed necessary. As of June 30, 2021 and 2020, the accounts receivable balances were \$63,243 and \$41,845, respectively.

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****Property and Equipment**

Purchases of property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized.

Property and equipment at June 30, 2021 and 2020, consisted of the following:

	<u>2021</u>	<u>2020</u>
Building	\$ 391,441	\$ 119,482
Building improvements	78,008	78,008
Furniture and equipment	34,323	18,502
Vehicles	25,827	25,827
Land	<u>149,596</u>	<u>27,555</u>
	679,195	279,374
Less accumulated depreciation	<u>(159,653)</u>	<u>(145,440)</u>
Property and equipment, net	<u>\$ 519,542</u>	<u>\$ 133,934</u>

Depreciation is provided over the estimated useful lives of the individual assets using the straight-line method. The estimated useful lives are as follows:

	<u>Years</u>
Building and improvements	7 - 40
Vehicles	5
Furniture and equipment	3 - 10

Depreciation expense for the years ended June 30, 2021 and 2020 was \$14,213 and \$15,971, respectively.

CONNECTIONS PEER SUPPORT CENTER

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Center received assistance from the BMHS to aid in the purchase of their Northwood property. Under the terms of the grant, failure to utilize the property in accordance with the grant would require the Center to receive disposition instructions from the State. Under the terms of the grant, one of the following alternatives would be utilized: 1) the Center would be required to reimburse the State based upon their percentage of participation in the purchase of the building, 2) selling the property and reimbursing the State for their percentage of participation, or 3) transfer title of the property to a designated third party approved by the State.

Contributed Support

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. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as 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 restrictions. The Center records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Fair Value of Financial Instruments

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

Compensated Absences

The Center has accrued a liability for future compensated leave time which its employees have earned and which is vested with the employee. The amounts at June 30, 2021 and 2020, were \$10,611 and \$6,064, respectively, and are included in accrued payroll and related taxes on the Statements of Financial Position.

CONNECTIONS PEER SUPPORT CENTER

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the Statements of Activities. The Statements of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The expenses that are allocated include occupancy and depreciation, which are allocated on a square footage basis, as well as personnel costs, professional services, office expenses, insurance, and other, which are allocated on the basis of estimates of time and effort.

Revenue Recognition Policy

The Center derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt if there are no conditions attached. If conditions exist, the revenue is recorded once the conditions are met. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded with donor restrictions or without donor restrictions.

New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Center adopted the new standard effective July 1, 2020, the first day of the Center's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

Recently Issued Accounting Standards

The following accounting pronouncements were recently issued by the FASB:

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). This ASU requires that a lease liability and related right-of-use-asset representing the lessee's right to use or control the asset be recorded on the statement of financial position upon the commencement of all leases except for short-term leases.

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Leases will be classified as either finance leases or operating leases, which are substantially similar to the classification criteria for distinguishing between capital leases and operating leases in existing lease accounting guidance. As a result, the effect of leases in the statements of activities and the statements of cash flows will be substantially unchanged from the existing lease accounting guidance. In 2020, the FASB delayed the effective date for nonpublic entities to fiscal years beginning after December 15, 2021. Early adoption is permitted. The Center is currently evaluating the full effect that the adoption of this standard will have on the financial statements.

NOTE 3. LIQUIDITY AND AVAILABILITY

The Center's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows:

	<u>2021</u>	<u>2020</u>
Financial assets at year end:		
Cash	\$ 69,909	\$ 24,864
Restricted cash	14,710	30,575
Accounts receivable	<u>63,243</u>	<u>41,845</u>
Total financial assets	147,862	97,284
Less amounts not available to be used for general expenditures within one year:		
Refundable advances	50,893	30,575
Net assets with donor restrictions	-	1,225
Less net assets with purpose and time restrictions to be met in less than a year	<u>-</u>	<u>(1,225)</u>
Total amounts not available within one year	<u>50,893</u>	<u>30,575</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 96,969</u>	<u>\$ 66,709</u>

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**NOTE 4. INCOME TAXES**

Connections Peer Support Center is currently exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and qualifies for the charitable contribution deduction under section 170(b)(1)(A). The Internal Revenue Service has determined the Center to be other than a private foundation.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Center has analyzed its tax position taken on its exempt purpose information returns and has concluded that no provision for income taxes is necessary in the Center's financial statements. With few exceptions, the Center is no longer subject to income tax examination by the U.S. federal or state tax authorities for the last three fiscal years.

NOTE 5. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

	<u>2021</u>	<u>2020</u>
Note payable with a bank requiring 120 monthly installments of \$1,737, including interest at 4.25% for the first five years. In June of 2026, the interest rate adjusts to 2.25% plus the five-year federal home loan bank rate. The final installment is due June 2031. The note is secured by an assignment of leases and rents and other related documents on the property.	\$ 279,000	\$ -
Total long term debt	279,000	-
Less current portion due within one year	(9,164)	-
	<u>\$ 269,836</u>	<u>\$ -</u>

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 5. LONG TERM DEBT (CONTINUED)**

The scheduled maturities of long term debt as of June 30, 2021 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2022	\$ 9,164
2023	9,561
2024	9,975
2025	10,407
2026	10,858
Thereafter	<u>229,035</u>
	<u>\$ 279,000</u>

NOTE 6. LEASE COMMITMENT

The Center entered into an operating lease for a copier during the fiscal year ended June 30, 2018. The lease agreement requires monthly payments of \$250 and is due to expire in November, 2023. The lease agreement contains an end of lease purchase option at the fair value of the equipment. As part of the new lease agreement, the Center received funds to buy out the old copier lease.

Minimum lease payments under the terms of the current lease are as follows as of June 30:

<u>Year Ending</u>	<u>Amount</u>
2022	\$ 3,000
2023	<u>1,250</u>
Total	<u>\$ 4,250</u>

The copier lease expense of \$3,000 is included in office supplies and postage expense for the years ended June 30, 2021 and 2020.

CONNECTIONS PEER SUPPORT CENTER**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 7. CONCENTRATION OF RISK**

The Center receives the majority of its support from a grant issued by the State of New Hampshire, Department of Health and Human Services, Bureau of Mental Health Services. Continuation of the Center's programs are contingent upon future funding from this agency.

NOTE 8. REFUNDABLE ADVANCES

Refundable advances related to the Reconciliation of BMHS Refundable Advances were \$14,710 and \$30,575 as of June 30, 2021 and 2020, respectively. The amounts represent revenue received in advance from the Bureau of Mental Health Services (BMHS) for services to be performed by the Center.

The Center must request pre-approval from BMHS before spending these funds. If approval is not obtained, the funds must be returned to BMHS. During the fiscal years ended June 30, 2021 and 2020, the Center had received approval for and spent \$16,615 and \$36,401, respectively, of prior year fund carryovers.

Other refundable advances represent contract funds received in advance for the purpose of startup costs for the Step Up Step Down Program. The funds are expected to be utilized during the fiscal year ended June 30, 2022 and totaled \$36,183 for the year ended June 30, 2021.

NOTE 9. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions were available at June 30 for the following purposes:

	<u>2021</u>	<u>2020</u>
Subject to expenditure for a specific purpose:		
Communications development	\$ -	\$ 180
Transportation service	-	1,045
Total	<u>\$ -</u>	<u>\$ 1,225</u>

CONNECTIONS PEER SUPPORT CENTER

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

NOTE 10. GOVERNOR'S OFFICE FOR EMERGENCY RELIEF AND RECOVERY GRANT

During September 2020, the Center applied for and received a New Hampshire Non-Profit Emergency Relief Fund Grant in the amount of \$11,602 administered by the New Hampshire Governor's Office for Emergency Relief and Recovery. The funds were awarded to reimburse for necessary business expenses and losses due to the effects of the COVID-19 pandemic.

NOTE 11. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect the Center's operations. The significance of the impact of these disruptions, including the extent of their impact on the Center's financial and programmatic operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. There are certain limitations on the Center's ability to mitigate the financial and programmatic impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the Center, particularly over the near to medium term.

NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through October 26, 2021, the date the financial statements were available to be issued.

CONNECTIONS PEER SUPPORT CENTER

**BUREAU OF MENTAL HEALTH SERVICES (BMHS)
REFUNDABLE ADVANCE SCHEDULE - SEE NOTE 8
FOR THE YEAR ENDED JUNE 30, 2021**

Reconciliation of BMHS Refundable Advance

Total FY 2021 BMHS funds received	\$ 420,925
Refundable advance - Step Up Step Down start up costs	36,183
Recognition of funds released by BMHS	<u>16,615</u>
 Total funds received	 <u>473,723</u>
Less:	
BMHS expenses	(349,795)
Approved fixed asset purchases	<u>(116,455)</u>
 Total approved expenses	 <u>(466,250)</u>
Add:	
Depreciation expense	14,213
Non-approved BMHS expenses	<u>14,985</u>
 Total nonapproved expenses	 <u>29,198</u>
 BMHS surplus	 36,671
Refundable advance - BMHS	(488)
Refundable advance - Step Up Step Down start up costs	(36,183)
NHCNP Refund	750
Recognition of funds released by BMHS	<u>(16,615)</u>
 Change in refundable advance at June 30, 2021	 <u>(15,885)</u>
 Refundable advance balance at June 30, 2020	 <u>30,575</u>
 Refundable advance balance at June 30, 2021	 <u>\$ 14,710</u>

See Independent Auditors' Report

Tina M. Dulac

Ability Summary

Bookkeeping/accounting skills, payroll processing, and general Human Resource responsibilities.

Office experience including administrative responsibilities, customer service, and vendor communications.

MS Word and Excel, QuickBooks, ADP Run, Zenefits, as well as many industry-specific applications and programs.

Key strengths include: attention to detail, problem solving, prioritizing, customer/vendor relations and an integrity-based work ethic.

Experience

Connections Peer Support Center, Portsmouth, NH – Nov. 2016 to present

Administrative Services Director

- Prepares, reviews, and finalizes monthly and annual financial reporting materials
- Oversees cash flow for administration and existing programs.
- Coordinates all audit activities.
- Partners with the executive director on the organization's financial, budgeting, and administrative processes, including HR, payroll, and benefits functions, with an eye to continuously developing and improving systems.
- Oversees maintenance and repairs of facilities and grounds and maintenance and repairs and registration/inspection of CPSC van.
- Submits necessary paperwork to BMHS for payment of trainings; provides administrative support to the executive director and the board of directors.
- Be available to run groups, assist with activities, drive the van, provide one-to-one peer support, including ability to teach peer support model by example and instruction.
- Remains up-to-date in trainings in IPS, Warm Line, and WHAM.

The Channel Company, Dover, NH - Apr. 2014 to Dec. 2015

Office Manager

- Performed all tasks related to processing the bi-weekly payroll for 15 employees and coordinated with employment agencies regarding temporary employee's hiring paperwork and payroll.
- Responsible for many bookkeeping/accounting duties, including processing accounts payable, reconciling bank and credit card accounts, and preparing monthly/yearly company financial reports.
- Executed all duties related to Human Resources, such as onboarding paperwork, company orientation, company policy formation, and communication with the state's unemployment office.

Sprague Energy, Portsmouth, NH – Oct. 2001 to May 2004

Marketing Data Coordinator

- Ensured accuracy of all customer data in multiple operating systems, and extracted data to generate information used in strategic decision making.

Customer Pricing Coordinator

- Communicated the company's daily price for oil and gas products to over 400 potential customers.
- Coordinated pricing in multiple platforms for accurate customer billing.
- Liaison between customers, sales, accounting, and billing for resolution of pricing disputes.

Accounts Payable Associate

- Processed accounts payable and maintained accurate account balances for over 400 customers.

Education

Bachelor of Arts Degree, Political Science - University of South Florida, Tampa, FL – 1996

University of Central Florida, Orlando, FL (1999 – 2001)

- Completed 30 hours of undergraduate and 9 hours of graduate course work in accounting and business.

KALI MOULTON

STEP-UP STEP-DOWN PROGRAM MANAGER

CONTACT



PROFILE

I am an experienced builder of programs and businesses, having spent over 20 years working in the non-profit sector with youth and adults of all skill and developmental levels. My philosophy is team focused. Working together with others creates stronger organizations. Everyone has a unique perspective that is invaluable to growth and development. Giving others the opportunity to shine within any company fosters a community of loyalty, invested involvement, and provides deep insight into where an organization has been as well as a greater vision of where the organization can go.

SKILLS

- TEAM BUILDING
- MARKETING AND GRAPHIC DESIGN
- OUTREACH
- MANAGEMENT
- CERTIFIED PEER SUPPORT SPECIALIST
- MAGIC, STORYTELLING, AND BALLOON SCULPTING

EXPERIENCE

New Strategies for Youth, Belfast ME

MEMBERSHIP DIRECTOR AND VOLUNTEER COORDINATOR, SEPT 2009 – SEPT 2010

Managed a membership of 100+ teenagers (ages 12-17). Helped them develop goals and meet benchmarks. Mediated conflict. Developed programs to meet the needs of the members.

Oversaw a volunteer base of 30+ adults and teenagers. Developed volunteer positions and training manuals. Personally trained every volunteer.

Friends in Action, Portsmouth NH

PROGRAM STAFF, JUNE 2014 - PRESENT

Oversee various programs of 20+ participants with developmental disabilities, including art classes, work experience programs, and discussion groups. Design programs tailored to fit the unique needs of the participants.

ADDITIONAL EXPERIENCE

Sages Entertainment, LLC

OWNER AND DIRECTOR OF MAGICAL MEMORY CREATION, NOV-2019 - PRESENT

Owner and founder of Sages Entertainment, specializing in magic, balloons, bubbles, foam, and STEAM education with a mission to promote joy and build community through our entertainment services.

Connections Peer Support Center, Portsmouth NH

PROGRAM MANAGER FOR STEP-UP STEP-DOWN, JAN 2021 - PRESENT

Overseeing and managing a staff of certified peer support specialists in a residential mental health program focused on promoting wellness, goal work, and supporting others as they gain the skills that they need to manage their mental wellness and stay out of hospitalization programs.

Utilizing a team to build a pilot program that will be used as a model for future Step-Up Step-Down programs throughout the state of New Hampshire.

James Nathanael Boisrond

E-mails

Objective

Seeking to secure a position that would enable me to use my experience and training in IPS in an outstanding, transformative and supportive environment.

CERTIFICATION

Certified Peer Support Specialist (IPS) December 13th, 2021

Comprehensive Driving Course August 2021

Whole Health Action Management July 2021

WRAP & Action Planning for Prevention and Recovery July 22, 2021

Alcohol and Drug Counseling- InterCoast Career Institute 2015

NSC CPR- Intercoast Colleges 2014

NSC First Aid- Intercoast Colleges 2014

Eat Well Program- University of Maine 2012

Adolescent Development Program 2006

EXPERIENCE

2016 - 2020 and 2011 - 2014 Manufacturing (Assembler) at various locations.

2014 - 2015 Discovery House Maine (Internship)

2006 - 2010 Volunteer at a Pentecostal Church in Haiti as a youth counselor.

2003 - 2010 Volunteer for Young Life Haiti as a youth counselor.

LANGUAGE SKILLS

English, French, and Haitian Creole.

PREVIOUS EMPLOYMENT

Assembler- Christian Party Rental	2016 - 2020
Assembler- Rubb Building Systems, USA	2013 - 2014
Assembler- OEU Furniture Installation, USA	2012 - 2013
Assembler- Boise Cascade Wood Structure,	2011 - 2012
Call Center- Core Logix,	2011 - 6 mos.
Assistant Manager of (youth section) PID (Partner and Development) Haiti.	2003 - 2010

Current Employment

I'm currently employed as the Assistant Manager at Connections Peer Support Center, Step Up Step Down Residence.

EDUCATION

InterCoast Career Institute

Drug and Alcohol Counseling program)	2014 - 2015 (47 weeks
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University of Maine at Augusta

Psychology	2012 - 2013
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Bliddeford Adult Education

GED	2010 - 2012
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(STEDH) Theology Seminary (Haiti)	2004 - 2008
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Wonderful Miracle College (High School)	2004 (with honors)
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Bradley S. Friedman
[REDACTED]
[REDACTED]
[REDACTED]

Education

University of New Hampshire, Durham, NH
-BS in Biology
University of Vermont, Burlington, VT
Major: Biology
-Attended 2012-2013 completing freshman year as Undergraduate
Exeter High School, Exeter, NH
-High School Diploma, June 2012

Relevant skills/experience

- Certified in intentional peer support
- Excel, MS Word, PowerPoint
- Personal experience with the mental health system and bipolar disorder
- 5+ years of customer service focused jobs

Job Experience

Connections Peer Support, June 2021 - Present
Step Up Step Down Peer Support Specialist

Connections Peer Support, February 2020 – June 2021
Warmline Operator

Paddy's American Grille, Feb 2019 – Aug 2019
Server

HCA/Portsmouth Regional Hospital, Feb 2018 – Aug 2018
Patient Access/ Emergency Department Registrar

Alero, August 2017 – September 2018
Server at Mexican restaurant in downtown Washington DC for two months before returning home

Undergraduate Research, August 2016 – May 2017
Undergraduate Researcher at University of New Hampshire

Laz Parking, August 2016 – February 2017
Valet in Portsmouth, NH

Labrie Associates, June 2016 – August 2016
Landscaper/mason

The Portsmouth Beach Plum, December 2012 – November 2015
Server/busser, cashier, food prep, line cook, order expediter.

Other Experience/Volunteer Work

Longtime companion to the mentally/physically disabled, 2010-Present

Amber Frost

[REDACTED]
[REDACTED]
[REDACTED]

Work Experience

Peer Support Specialist

CornerBridge Peer Support - Laconia, NH

May 2021 to Present

I am a peer support specialist at Corner bridge Peer Support. I have experience with both mental health and substance abuse I have been in recovery since March 2019

Kitchen Staff

Durham Rescue Mission - Durham, NC

June 2019 to September 2019

- Loaded and unloaded donations to be placed in
- Maintain stock and inventory
- Prepared and served meals to those in need
- Clean dining area and kitchen

Personal Care Aide

Private Duty Services - Raleigh, NC

October 2016 to July 2017

- Build relationship with clients and families
- Work with medical team to develop care plan for clients
- Aided clients with bathing and dressing
- The fog light housekeeping duties
- Help clients prefer safely from wheelchair to chairs beds and bathroom
- Maintain safe environment
- Prepared meals for clients while following dietary requirements
- Dispense medication accurately and on time
- Perform safety assessments daily
- Supported clients

Kitchen Staff

Education

High school diploma in Substance abuse

Wake Technical Community College - Raleigh, NC

Present

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Vacant	Executive Director	\$65,000
Tina Dulac	Administrative Svcs. Director	\$52,500
Kali Moulton	Program Manager	\$83,200
James Boisrond	House Manager	\$76,960
Bradley Friedman	Full-time Overnight Staff	\$70,720
Amber Frost	Full-time Day Staff	\$70,720

*Salary amounts are totals for FY23 & FY24, the length of the contract.

Subject: Recovery Oriented Step-Up Step-Down Programs (RFA-2023-BMHS-02-RECOV-02)

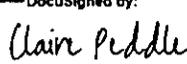
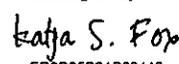
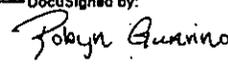
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		1.4 Contractor Address 5 Pine Street, Ext. Suite 1G Nashua, NH 03060	
1.5 Contractor Phone Number 603-882-8400	1.6 Account Number 010-092-4117-102-0731 92204117	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$800,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/13/2022		1.12 Name and Title of Contractor Signatory Claire Peddle Treasurer	
1.13 State Agency Signature DocuSigned by:  Date: 6/13/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/13/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

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Date 6/13/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 or upon Governor and Executive Council approval, whichever is later ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide a Recovery Oriented Step-Up Step-Down program in this Agreement to individuals 18 years of age or older, with long term and/or severe mental illness, as defined in NH RSA 135-C:2 X.
- 1.2. The Contractor shall ensure services are physically located in NH Mental Health Region 6, and are available to individuals statewide, regardless of an individual's insurance coverage, residence or place of employment.
- 1.3. For the purposes of this Agreement, all references to days shall mean consecutive calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider, the information or records will be subject to all safeguards of 42 CFR Part 2.
- 1.6. The Contractor shall operate a three (3) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
- 1.7. The Contractor shall ensure Recovery Oriented Step-Up Step-Down programs are:
 - 1.7.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
 - 1.7.2. At a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval by the Governor and Executive Council.
- 1.8. The Contractor shall ensure the Recovery Oriented Step-Up Step-Down program maintains:



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- 1.8.1. A specific sleeping area designated for each individual, ensuring common areas are not used as bedrooms.
- 1.8.2. A minimum of one (1) bathroom with a sink, toilet, and shower.
- 1.8.3. Storage space for each individual's clothing and personal possessions.
- 1.8.4. A kitchen area for the individual(s) to store and prepare meals.
- 1.8.5. A minimum of one (1) telephone for incoming and outgoing calls.
- 1.9. The Contractor shall ensure Recovery Oriented Step-Up Step-Down program include, but are not limited to:
 - 1.9.1. Program(s) that are voluntary admission, short term, with overnight peer support services.
 - 1.9.2. Non-clinical peer supports, which includes access to a 24-hour staff.
 - 1.9.3. Policies that establish a 90 day maximum stay limit per individual, per episode.
 - 1.9.4. Programs staffed by peer support specialists as defined in NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the State Peer Support Specialist certification exam within 12 months of employment.
 - 1.9.5. Coordination with outpatient community-based clinical treatment providers.
- 1.10. The Contractor shall utilize the Intentional Peer Support (IPS) or another Substance Abuse and Mental Health Services Administration (SAMHSA) recognized mental health peer support model to facilitate recovery and wellness with individuals in the Recovery Oriented Step-Up Step-Down program. The Contractor shall ensure:
 - 1.10.1. Programs operate in accordance with SAMHSA Core Competencies for Peer Support Workers in a behavioral health system;
 - 1.10.2. Individuals are referred to other community-based service providers, as appropriate, to ensure:
 - 1.10.2.1. Individuals are connected to community providers, programs, and applicable services; and
 - 1.10.2.2. Whole-health needs of each individual are met.
 - 1.10.3. Programs utilize a statewide referral form approved by the Department;
 - 1.10.4. Programs adhere to a standardized Department-approved admission criteria that includes, but is not limited to, serving individuals who

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- 1.10.4.1. Are at least 18 years of age.
- 1.10.4.2. Are residents of the State of New Hampshire.
- 1.10.4.3. Self-identify as being in psychiatric distress.
- 1.10.4.4. Express a willingness to engage in daily services and wellness activities.
- 1.10.4.5. Self-administer medication, if applicable, or receive medication from a community provider or clinician off-site.
- 1.10.5. Referrals for individuals utilizing the program as a Step-Up are accepted if submitted through:
 - 1.10.5.1. Community mental health centers or providers;
 - 1.10.5.2. Mobile Crisis/ Rapid Response Teams;
 - 1.10.5.3. NH Rapid Response Access Point;
 - 1.10.5.4. Peer Support Agencies; or
 - 1.10.5.5. Other entities, as approved by the Department.
- 1.10.6. Referrals for individuals utilizing the program as a Step-Down are accepted if submitted through:
 - 1.10.6.1. New Hampshire Hospital;
 - 1.10.6.2. Designated Receiving Facilities;
 - 1.10.6.3. Mobile Crisis/ Rapid Response Teams;
 - 1.10.6.4. Community mental health centers or providers;
 - 1.10.6.5. Hospitals; or
 - 1.10.6.6. Other entities, as approved by the Department.
- 1.10.7. Programs are staffed and operated by a minimum of one (1) Certified Peer Support Specialist with lived experience with mental illness, 24 hours per day when participants are in the program.
- 1.10.8. Programs support recovery and resiliency through interventions and services, or connections to services, which include, but are not limited to:
 - 1.10.8.1. Facilitating connections to natural supports, defined as relationships that occur in everyday life, which may include, but are not limited to:
 - 1.10.8.1.1. Family.
 - 1.10.8.1.2. Friends.
 - 1.10.8.1.3. Neighbors.

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- 1.10.8.1.4. Coworkers.
- 1.10.8.1.5. Peer support networks when transitioning back to their communities.
- 1.10.8.2. Developing and supporting individual discharge plans.
- 1.10.8.3. Providing access to a minimum of one (1) SAMHSA-recognized peer support model that emphasizes physical, psychological, and emotional safety and focuses on individual strengths as a method to rebuild a sense of control and empowerment.
- 1.10.8.4. Providing opportunities for engagement in structured daily activities while participating in the program.
- 1.10.8.5. Developing individualized safety and wellness plans that support person-centered recovery goals, which may include Wellness Recovery Action Plans (WRAP).
- 1.10.9. Programs support connections to current clinical treatment teams by allowing visits and meetings with individuals at the program site and collaborate with current service providers by establishing memoranda of understanding, communication protocols and sharing of care plans with written consent where appropriate.
- 1.10.10. Programs support individuals with maintaining participation in academic coursework and/or employment.
- 1.11. The Contractor shall assist individuals without established service providers to obtain a variety of supports that include, but are not limited to:
 - 1.11.1. Referring individuals to Department supports for benefits that may include, but are not limited to:
 - 1.11.1.1. Social Security.
 - 1.11.1.2. Food Stamps.
 - 1.11.1.3. Utility assistance.
 - 1.11.2. Assisting individuals with obtaining, completing, and submitting housing applications.
 - 1.11.3. Identifying and connecting participants to resources within the community which may include, but are not limited to:
 - 1.11.3.1. Peer support agencies.
 - 1.11.3.2. Community mental health centers.
 - 1.11.3.3. Faith-based groups.
 - 1.11.3.4. Transportation services.

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- 1.11.3.5. Primary care services.
- 1.11.3.6. Homemaker and personal care services.
- 1.12. The Contractor shall administer a functional assessment of each individual at intake and discharge from the program, as approved by the Department to include, but not be limited to, data identified in Subparagraph 1.51.1.
- 1.13. The Contractor shall develop a referral process with the local community mental health center for individuals who, while in the program, experience a rise in acuity level and require:
 - 1.13.1. A higher level of care; or
 - 1.13.2. An evaluation for hospitalization.
- 1.14. The Contractor shall ensure individual health needs are addressed during the course of their stay.
- 1.15. The Contractor shall maintain a smoke-free environment and provide tobacco intervention services to individuals who are former or current smokers. The Contractor shall ensure:
 - 1.15.1. Former smokers receive appropriate supports that assist with maintaining a non-smoking status; and
 - 1.15.2. Current smokers are offered support with smoking cessation.
- 1.16. The Contractor shall ensure the discharge process includes, but is not limited to:
 - 1.16.1. Conducting discharge planning meetings that actively include individuals receiving services.
 - 1.16.2. Ensuring the first discharge meeting occurs no later than 30 days from the date of the individual's admission.
 - 1.16.3. Ensuring discharge meetings include, but are not limited to, input from:
 - 1.16.3.1. Community mental health centers.
 - 1.16.3.2. Primary care services.
 - 1.16.3.3. Other providers.
 - 1.16.3.4. Natural supports.
 - 1.16.4. Ensuring discharge plans are wellness and recovery oriented and include, but are not limited to, individualized:
 - 1.16.4.1. Emergency contacts.
 - 1.16.4.2. Community support contacts.
 - 1.16.4.3. Updates on presenting problem.

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- 1.16.4.4. Disposition.
- 1.16.4.5. Recovery goals.
- 1.16.4.6. Action steps to transition back into the community.
- 1.17. The Contractor shall enroll individuals in the Recovery Orientated Step-Up Step-Down Program who meet the specifications described in Subparagraphs 1.10.4. through 1.10.6., and:
 - 1.17.1. Who have a desire to work on wellness issues; and
 - 1.17.2. Who have a desire to participate in peer support services.
- 1.18. The Contractor shall ensure the Recovery Orientated Step-Up Step-Down Program Guest application includes, but is not limited to:
 - 1.18.1. The minimum engagement policy.
 - 1.18.2. Suspension of services policy.
 - 1.18.3. Step-Up Step-Down program rules.
 - 1.18.4. Attestation that the individual supports the mission of the Peer Support Agency (PSA).
 - 1.18.5. A maximum 90 day length of stay agreement.
- 1.19. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
 - 1.19.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.20. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting for the purpose exchanging information as well as supporting and strengthening the statewide Peer Support system.
- 1.21. The Contractor shall meet, at a minimum of two (2) times per year, with other regional community support organizations that serve the same populations, which may include, but are not limited to:
 - 1.21.1. Mental health centers.
 - 1.21.2. Area homeless shelters.
 - 1.21.3. Community action programs.
 - 1.21.4. Housing agencies.
- 1.22. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Sections 1.20. through

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- 1.21.4.
- 1.23. The Contractor shall submit a grievance and appeals process to the Department for approval. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
- 1.23.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
- 1.23.1.1. Individual's name.
- 1.23.1.2. Date of written grievance.
- 1.23.1.3. Nature and subject of the grievance.
- 1.23.1.4. A method to submit an anonymous grievance.
- 1.23.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
- 1.23.3. A method to track grievances.
- 1.23.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
- 1.23.5. An immediate review of the grievance and investigation by the Contractor's director or his or her designee.
- 1.23.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 1.23.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.24. The Contractor shall ensure its Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.25. The Contractor shall submit a copy of the written decision regarding the grievance to the Department within one (1) day from the written decision.
- 1.26. The Contractor shall participate in quality assurance program reviews and site visits on a schedule provided by the Department. The Contractor agrees that:
- 1.26.1. All Agreement deliverables, programs, and activities are subject to review; and
- 1.26.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.27. The Contractor shall participate in quality assurance reviews as follows:
- 1.27.1. Ensure the Department is provided with access that shall include^{PS} but is not limited to:

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- 1.27.1.1. Data.
 - 1.27.1.2. Financial records.
 - 1.27.1.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.5. Scheduled phone access to Contractor principals and staff.
- 1.28. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
- 1.28.1. Participating in bi-annual quality improvement review.
 - 1.28.2. Participating in ongoing monitoring and reporting based on the bi-annual quality assurance review and any corrective action plan submitted in conjunction with the Department and Contractor.
 - 1.28.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
 - 1.28.4. Reviewing personnel files for completeness.
 - 1.28.5. Reviewing the grievance process.
- 1.29. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with Agreement activities, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.30. The Contractor shall provide all requested audits to the Department no later than November 1 of each State Fiscal Year.
- 1.31. The Contractor shall maintain staffing as specified in this Statement of Work.
- 1.32. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 1.33. The Contractor shall not add, delete, defund, or transfer staff positions among programs without prior written permission from the Department.
- 1.34. The Contractor shall develop a Staffing Contingency Plan for Department approval no later than 30 days from the Agreement effective date, which includes but is not limited to:
- 1.34.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 1.34.2. The description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.

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- 1.34.3. The description of time frames necessary for obtaining staff replacements.
- 1.34.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 1.35. The Contractor shall submit an emergency staffing plan within 30 days of the Agreement effective date that includes, but is not limited to:
 - 1.35.1. Inclement weather notifications for programming and transportation services.
 - 1.35.2. Emergency evacuation plans.
- 1.36. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 1.36.1. Obtain and verify at least two (2) references for the individual;
 - 1.36.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 1.36.3. Complete a criminal records check to ensure that the individual has no history of:
 - 1.36.3.1. Felony conviction; or
 - 1.36.3.2. Any misdemeanor conviction involving:
 - 1.36.3.2.1. Physical or sexual assault;
 - 1.36.3.2.2. Violence;
 - 1.36.3.2.3. Exploitation;
 - 1.36.3.2.4. Child pornography;
 - 1.36.3.2.5. Threatening or reckless conduct;
 - 1.36.3.2.6. Theft;
 - 1.36.3.2.7. Driving under the influence of drugs or alcohol; or
 - 1.36.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 1.36.4. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.
- 1.37. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a

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volunteer if:

- 1.37.1. The individual's name is on the BEAS state registry;
 - 1.37.2. The individual has a record of a felony conviction; or
 - 1.37.3. The individual has a record of any misdemeanor conviction as referenced above.
- 1.38. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.38.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
 - 1.38.2. All staff training shall be in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.05, Staff Training, Staff Development and Orientation.
 - 1.38.3. All staff training shall be in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the state peer support specialist certification exam within 12 months of employment.
 - 1.38.4. All personnel and training records are current and available to the Department, as requested.
- 1.39. The Contractor shall maintain documentation of completed trainings and certifications in staff files.
- 1.40. The Contractor shall ensure suicide prevention training, as approved by the Department, is provided annually to all staff.
- 1.41. The Contractor shall ensure that annual Wellness Training is available to staff.
- 1.42. The Contractor shall provide Intentional Peer Support (IPS) training or another SAMHSA recognized mental health peer support model and its required consultations to meet State Peer Specialist certification.
- 1.43. The Contractor shall ensure all staff, as applicable to their job description, including the Executive Director, participate in trainings, that include, but are not limited to:
- 1.43.1. Staff Development.
 - 1.43.2. Supervision.
 - 1.43.3. Performance Appraisals.
 - 1.43.4. Employment Practices.

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**New Hampshire Department of Health and Human Services
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- 1.43.5. Sexual Harassment.
- 1.43.6. Member Rights.
- 1.43.7. Program Development.
- 1.43.8. Grievance and the grievance procedure process.
- 1.43.9. Financial Management.
- 1.43.10. Incident reporting process.
- 1.44. The Contractor shall obtain prior approval by the Department no later than 30 days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 1.45. The Contractor shall ensure comprehensive administrative support for all services provided in this Agreement.
- 1.46. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.47. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.48. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.48.1. Personnel records.
 - 1.48.2. Financial records.
 - 1.48.3. Program data files.
- 1.49. The Contractor shall ensure staff, including the Executive Director, participate in NH Center for Nonprofit trainings on finance, governance and leadership development as required by the Department.
- 1.50. Reporting
 - 1.50.1. The Contractor shall collect and submit, to the Department, individual data in the format, content, frequency and method, as approved by the Department, that includes, but is not be limited to:
 - 1.50.1.1. Region of origin upon admission.
 - 1.50.1.2. Referral source.
 - 1.50.1.3. Discharge region.
 - 1.50.1.4. Presenting problem upon admission.
 - 1.50.1.5. If admission was diversion from inpatient care (step-up).

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- 1.50.1.6. If admission facilitated a supported transition out of inpatient care (step-down).
- 1.50.1.7. Age.
- 1.50.1.8. Gender.
- 1.50.1.9. Sexual orientation.
- 1.50.1.10. Race and ethnicity.
- 1.50.1.11. Legal status.
- 1.50.1.12. Employment status.
- 1.50.1.13. Individual's housing status upon admission and discharge.
- 1.50.1.14. Discharge reason.
- 1.50.1.15. Length of stay.
- 1.50.1.16. Resource referrals.
- 1.50.1.17. Entry and exit client status indicators that include, but not be limited to, whether the individual:
 - 1.50.1.17.1. Was a Step-Up or Step-Down referral;
 - 1.50.1.17.2. Exited to a higher level of care; or
 - 1.50.1.17.3. Was referred from a higher level of care.
- 1.50.1.18. 90-day follow-up status post program discharge that includes the number of hospital admissions categorized by physical and psychiatric.
- 1.50.2. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
 - 1.50.2.1. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
 - 1.50.2.2. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
 - 1.50.2.3. Revenues equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
 - 1.50.2.4. The Profit and Loss Statements include a budget column allowing for budget-to-actual analysis.

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- 1.50.2.5. Statements are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this Agreement.
- 1.50.3. The Contractor shall submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
- 1.50.4. The Contractor shall prepare an Annual Report that:
 - 1.50.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.50.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
- 1.50.5. The Contractor shall submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.50.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.50.5.2. Number of bed days;
 - 1.50.5.3. Staffing levels; and
 - 1.50.5.4. Daily provided programming.
- 1.50.6. The Contractor shall submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
- 1.50.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including client-level demographic, performance, and service data.
- 1.51. Performance Measures
 - 1.51.1. The Contractor shall perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:
 - 1.51.1.1. Meeting 80% minimum occupancy standards annually.
 - 1.51.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
 - 1.51.1.3. Facilitating Step-Down transitions with no more than ^{DS} 5% of

**New Hampshire Department of Health and Human Services
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individuals being readmitted to hospital level care within the 90 day period.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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Services."

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such

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costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



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EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. 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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
 - 2.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
 - 2.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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**New Hampshire Department of Health and Human Services
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5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee 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, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage.
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

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- 8.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 8.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 8.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
 - 8.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 8.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - 8.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's

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percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

8.3. Equipment.

8.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

8.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

8.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

8.3.2.2. Not encumber the property without approval of the State.

8.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

8.3.3. Use.

8.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

8.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or

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EXHIBIT C**

projects is also permissible with approval from the State.

8.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

8.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

8.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

8.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

8.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

8.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

8.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

8.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

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**New Hampshire Department of Health and Human Services
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- 8.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
 - 8.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
 - 8.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - 8.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.
9. Property Trust Relationship and Liens
- 9.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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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)

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

Vendor Name: H.E.A.R.T.S. Peer Support Center of Greate

6/13/2022

Date

DocuSigned by:

Claire Peddle

Name: Claire Peddle

Title: Treasurer

Vendor Initials CP
Date 6/13/2022



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-I.)
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: H.E.A.R.T.S. Peer Support Center of Greate

6/13/2022
Date

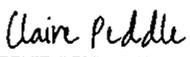
DocuSigned by:

 Name: Claire Peddle
 Title: Treasurer

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
 Date 6/13/2022



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: H.E.A.R.T.S. Peer Support Center of Greate

6/13/2022
Date

DocuSigned by:
[Signature]
Name: Claire Peddle
Title: Treasurer

Contractor Initials [Signature]
Date 6/13/2022

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: H.E.A.R.T.S. Peer Support Center of Greate

6/13/2022

Date

DocuSigned by:

Claire Peddle

Name: Claire Peddle

Title: Treasurer

Exhibit G

Contractor Initials

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

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

Contractor Name: H.E.A.R.T.S. Peer Support Center of Greate

6/13/2022

Date

DocuSigned by:

Claire Peddle

Name: Claire Peddle

Title: Treasurer



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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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

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Date 6/13/2022



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

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Contractor Initials CPDate 6/13/2022



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

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Contractor Initials CP

Date 6/13/2022

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. CP

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Contractor Initials

Date 6/13/2022



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) l, 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 by:
Katja S. Fox
 Signature of Authorized Representative
 Katja S. Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/13/2022
 Date

H.E.A.R.T.S. Peer Support Center of Greater
 Name of the Contractor
Claire Peddle
 Signature of Authorized Representative
 Claire Peddle
 Name of Authorized Representative
 Treasurer
 Title of Authorized Representative
 6/13/2022
 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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Contractor Name: H.E.A.R.T.S. Peer Support Center of Greate

6/13/2022

Date

DocuSigned by:

Claire Peddle

Name: Claire Peddle

Title: Treasurer

DS
CP

Contractor Initials

6/13/2022
Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 031182255
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?

X 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: _____

Contractor Initials CP
Date 6/13/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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- 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

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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

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA REGION VI is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 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: 608796

Certificate Number: 0005760877



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Nick Perricone, 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 H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 13, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

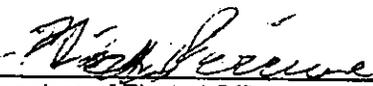
VOTED: That Claire Peddle Treasurer of the Board (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 06/13/2022



Signature of Elected Officer
Name: Nick Perricone
Title: Secretary of the Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2022

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net														
INSURED H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI P O Box 1564 Nashua NH 03061	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Great American Insurance Group</td> <td>GAIG</td> </tr> <tr> <td>INSURER B : Markel</td> <td>27628</td> </tr> <tr> <td>INSURER C : CRC Insurance Services, Inc.</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Group	GAIG	INSURER B : Markel	27628	INSURER C : CRC Insurance Services, Inc.		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBR	Y/Y	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				PAC098773206	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY				CAP 098773306	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		WC0112725-12	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Employment Practices Liability				NDO2010584F	07/01/2022	07/01/2023	Directors & Officers \$1,000,000 Employment Practices \$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 Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

Mission Statement

Our mission, as peers, is to support one another as people who are challenged by the daily effects of living with, coping with, and recovering from mental health issues. Everyone will be encouraged to develop relationships that will enable and empower each other to learn, to grow, and to understand each other's world view. In addition, our aim is to develop greater awareness of personal and relational patterns and to support and challenge each other through peer support, self-advocacy, empowerment, and education. Our ultimate goal is to achieve recovery and ongoing wellness.

H.E.A.R.T.S. PEER SUPPORT CENTER
OF GREATER NASHUA
FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION
Years Ended June 30, 2021 and 2020

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
H.E.A.R.T.S. Peer Support Center of Greater Nashua
Nashua, New Hampshire

Opinion

We have audited the accompanying financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of H.E.A.R.T.S. Peer Support Center of Greater Nashua and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of H.E.A.R.T.S. Peer Support Center of Greater Nashua's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about H.E.A.R.T.S. Peer Support Center of Greater Nashua's ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited H.E.A.R.T.S. Peer Support Center of Greater Nashua's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 12, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 15 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

DRAFT

Rowley & Associates, P.C.
Concord, New Hampshire
March 9, 2022

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020**

ASSETS	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and cash equivalents		
Operating	\$ 16,426	\$ 2,578
BMHS refundable	6,627	6,627
Total cash and cash equivalents	<u>23,053</u>	<u>9,205</u>
Accounts receivable	37,047	36,380
Total Current Assets	<u>60,100</u>	<u>45,585</u>
PROPERTY AND EQUIPMENT, at cost		
Leasehold Improvements	27,000	-
Furniture & Fixtures	15,717	-
Equipment	6,429	-
Vehicles	28,549	28,549
Less accumulated depreciation	30,269	26,742
	<u>47,426</u>	<u>1,807</u>
OTHER ASSETS		
Security deposit	8,000	5,000
	<u>8,000</u>	<u>5,000</u>
Total Assets	<u>115,526</u>	<u>52,392</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	5,480	9,555
Accrued expenses	12,009	7,326
Refundable advance, BMHS	6,627	6,627
Other liabilities	140	140
Total Current Liabilities	<u>24,256</u>	<u>23,648</u>
NET ASSETS		
Net Assets Without Donor Restriction	91,270	28,744
Net Assets With Donor Restriction	-	-
Total Net Assets	<u>91,270</u>	<u>28,744</u>
Total Liabilities and Net Assets	<u>\$ 115,526</u>	<u>\$ 52,392</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 448,837	\$ 392,359
Donations	3,772	5,082
Non-cash donations	-	2,380
Program service revenue	-	4,203
Interest income	1	1
Total support and revenue	<u>452,610</u>	<u>404,025</u>
 EXPENSES		
Program	333,383	336,649
Management & general	56,701	62,549
Total expenses	<u>390,084</u>	<u>399,198</u>
 Increase in net assets	62,526	4,827
 Net assets, beginning of year	<u>28,744</u>	<u>23,917</u>
 Net assets, end of year	<u>\$ 91,270</u>	<u>\$ 28,744</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>Management & General</u>	<u>Total 2021</u>	<u>2020</u>
Salaries and wages	\$ 199,444	\$ 29,802	\$ 229,246	\$ 232,337
Employee benefits	16,360	2,445	18,805	22,563
Payroll taxes	17,978	2,686	20,664	18,557
Rent	64,020	1,980	66,000	60,000
Accounting fees	-	14,412	14,412	13,379
Training	2,320	-	2,320	5,839
Insurance	11,732	688	12,420	11,323
Client travel and transportation	2,632	-	2,632	9,136
Telephone	6,349	196	6,545	5,245
Building and household supplies	6,690	-	6,690	5,773
Office supplies and equipment	-	3,674	3,674	3,160
Client food	1,108	-	1,108	2,028
Member support	41	-	41	3,386
Advertising and promotion	417	-	417	570
Staff travel and transportation	765	-	765	1,311
Other expenses	-	182	182	821
Printing	-	376	376	855
Postage and shipping	-	260	260	205
Depreciation	3,527	-	3,527	2,710
	<u>\$ 333,383</u>	<u>\$ 56,701</u>	<u>\$ 390,084</u>	<u>\$ 399,198</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 62,526	\$ 4,827
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	3,527	2,710
(Increase) decrease in operating assets		
Accounts receivable	(667)	(4,540)
Security deposits	(3,000)	-
Increase (decrease) in operating liabilities		
Accounts payable	(4,075)	2,228
Accrued expenses	4,683	(659)
Refundable advances	-	(6,674)
Net Cash Provided (Used) By Operating Activities	<u>62,994</u>	<u>(2,108)</u>
CASH USED BY INVESTING ACTIVITIES,		
Purchases of property and equipment	<u>(49,146)</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	13,848	(2,108)
Cash and Cash Equivalents, Beginning of Year	<u>9,205</u>	<u>11,313</u>
Cash and Cash Equivalents, End of Year	<u>\$ 23,053</u>	<u>\$ 9,205</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Donations, non-cash	<u>\$ -</u>	<u>\$ 2,380</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 1 NATURE OF ORGANIZATION

H.E.A.R.T.S. Peer Support Center of Greater Nashua (the Organization) is a New Hampshire nonprofit organization corporation providing support to people who are challenged by the daily effects of living with, coping with and recovering from mental health issues. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

The financial records for the Organization are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Basis of Presentation

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net assets with donor restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of the statement of cash flows, the Organization considers cash on hand, deposits in banks and investments to be cash equivalents.

Support and revenue

H.E.A.R.T.S. Peer Support Center of Greater Nashua receives support primarily through grants from the Federal Government and the State of New Hampshire.

Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight-line basis over the useful lives of the assets as listed below. Depreciation expense was \$3,527 and \$2,710 for the years ended June 30, 2021 and 2020, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

Functional Expenses and Cost Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was \$417 and \$570 for the years ended June 30, 2021 and 2020, respectively.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Accounts receivable are comprised of amounts due from customers for services provided. The Organization considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

Use of estimates

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

Income tax status

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to the Organization's program services. These services are not included in donated materials and services because the value has not been determined.

Non-cash Contributions

It is the intent of the Organization to record the value of donated goods when there is an objective basis available to measure their value. The Organization received \$0 and \$2,380 in donated goods for the years ended June 30, 2021 and 2020, respectively.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

NOTE 3 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses the Organization for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$1,153 and \$0 in retirement contributions for the years ended June 30, 2021 and 2020, respectively.

NOTE 4 COMPENSATED ABSENCES

The Organization has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2021 and 2020 was \$3,696 and \$2,842 respectively.

NOTE 5 CONCENTRATION OF CREDIT RISK

Economic Dependency

The Organization currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2021 and 2020, the State grants made up 99% and 97% of the Organization's total support.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 5 CONCENTRATION OF CREDIT RISK (CONTINUED)

Cash Balances

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

NOTE 6 LEASES

The Organization leases office space under the terms of a non-cancellable lease agreement. The Organization entered a lease agreement beginning January 1, 2020 and expiring on December 31, 2020. This lease was renewed through October 2021. Rent expense related to this agreement was \$60,000 for the years ended June 30, 2021 and 2020, respectively.

In May 2021, the Organization entered into another lease agreement with the same lessor for another suite to support its Step-Up Step-Down program. This lease was effective May 1, 2021 through April 30, 2023 and thereafter becomes a tenant at will agreement. Rent expense related to this agreement was \$6,000 for the year ended June 30 2021.

Future minimum rent expense for the years ended June 30 are:

2022:	\$ 56,000
2023:	<u>\$ 30,000</u>
	<u>\$ 86,000</u>

NOTE 7 REFUNDABLE ADVANCES

Under the terms of the service agreement with the Bureau of Mental Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, the Organization is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$6,627 for the years ended June 30, 2021 and 2020.

The Organization is also required to segregate amounts received in excess of allowable expenses related to the Step-Up Step-Down program. Funds set aside in accordance with this requirement amounted to \$0 and \$0 for the years ended June 30, 2021 and 2020, respectively.

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

NOTE 8 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2021</u>			
Accounts Receivable	<u>\$ 37,047</u>	<u>\$ _____</u>	<u>\$ 37,047</u>
<u>2020</u>			
Accounts Receivable	<u>\$ 36,380</u>	<u>\$ _____</u>	<u>\$ 36,380</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

NOTE 9 BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2021 and 2020, respectively.

NOTE 10 LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 23,053	\$ 9,205
Accounts receivable	<u>37,047</u>	<u>36,380</u>
	<u>60,100</u>	<u>45,585</u>
Less amounts:		
Funds required to be maintained under State agreement BMHS:	<u>6,627</u>	<u>6,627</u>
	<u>\$ 53,473</u>	<u>\$ 38,958</u>

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 11 RISKS AND UNCERTAINTIES: COVID-19

As a result of the spread of the Covid-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

NOTE 12 SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 9, 2022, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2021**

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved Total	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant income, current year	\$ 346,015	\$ 102,822	\$ 448,837	\$ -	\$ 448,837
Grant income, prior year release	-	-	-	-	-
Donations	-	-	-	3,772	3,772
Program service revenue	-	-	-	-	-
Interest income	1	-	1	-	1
Total support and revenue	<u>346,016</u>	<u>102,822</u>	<u>448,838</u>	<u>3,772</u>	<u>452,610</u>
EXPENSES					
Salaries and wages	209,551	19,695	229,246	-	229,246
Employee benefits	18,805	-	18,805	-	18,805
Payroll taxes	20,664	-	20,664	-	20,664
Rent	60,000	6,000	66,000	-	66,000
Accounting fees	13,552	860	14,412	-	14,412
Training	2,320	-	2,320	-	2,320
Insurance	12,420	-	12,420	-	12,420
Client travel and transportation	2,632	-	2,632	-	2,632
Telephone	5,536	1,009	6,545	-	6,545
Building and household supplies	1,934	4,756	6,690	-	6,690
Office supplies and equipment	1,851	1,823	3,674	-	3,674
Client food	694	413	1,107	-	1,107
Member support	41	-	41	-	41
Advertising and promotion	61	356	417	-	417
Staff travel and transportation	719	47	766	-	766
Other expenses	182	-	182	-	182
Printing	301	75	376	-	376
Postage and shipping	260	-	260	-	260
Depreciation	-	-	-	3,527	3,527
Total expenses	<u>351,523</u>	<u>35,034</u>	<u>386,557</u>	<u>3,527</u>	<u>390,084</u>
Net Increase (Decrease) in Net Assets	(5,507)	67,788	62,281	245	62,526
BMHS funds allowed for:					
Security deposit	-	(3,000)	(3,000)	3,000	-
Capital purchases	-	(49,146)	(49,146)	49,146	-
	<u>-</u>	<u>(52,146)</u>	<u>(52,146)</u>	<u>52,146</u>	<u>-</u>
Net assets, beginning of year	-	-	-	28,744	28,744
Net assets assets, end of year	<u>\$ (5,507)</u>	<u>\$ 15,642</u>	<u>\$ 10,135</u>	<u>\$ 81,135</u>	<u>\$ 91,270</u>

See Independent Auditors' Report and Notes to Financial Statements

H.E.A.R.T.S.
Board of Directors
October 29, 2021

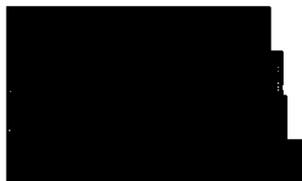
President: Tim Lopez
Greater Nashua Mental Health



Joined 07/16/2016
Term #2, Term Length: 2 years
Term Expiration: 6/30/2021

Vice President: Vacant

Treasurer: Claire Peddle



Joined 05/17/2012
Term #4, Term Length: 2 years
Term Expiration: 6/30/2021

Secretary: Nick Perricone



Joined 02/27/2020
Term #1, Term Length: 2 years
Term Expiration: 6/30/2022

Board Members: Pat Worsley



Joined 09/15/2011

Term #5, Term Length: 1 years

Term Expiration: 6/30/2021

Scott Wellman



Joined 06/19/2014

Term #4, Term Length: 1 years

Term Expiration: 6/30/2021

Nicole Rochon

Greater Nashua Mental Health



Joined 9/28/2018

Term #2, Term Length: 1 years

Term Expiration: 6/30/2021

Potential candidates for future BOD's that are showing interest and will hopefully be joining us soon are as follows:

1. Diane Hebert (has attended 3 meetings)
2. Cathy Gurski (has attending 3 meetings)
3. Will vote in new officers hopefully next month in January 26 and adjust terms.

Ken Lewis

OBJECTIVE

Secure a position working with people challenged by disabilities, using my knowledge, supervisory skills and past experiences with individuals who are mentally challenged, chemically dependent, homeless, and/or hearing impaired.

EXPERIENCE

2010-present Executive Director of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

Moved and opened a 900 sq. ft. Peer Support Center at 3 Pine St. Ext. Unit B with an Asst. Director, Members, and Participants on July 1, 2010. Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete, and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. I continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork. On July 1, 2011, moved and opened a larger center of 1,540 sq. at 5 Pine St. Ext. Unit 2K due to increased membership size. Continue to develop programming, promoting in all regional areas and community providers working with the members communities and the BOD to insure and improve the communication of a Consumer run organization. Working hard on collaboration with local mental health center and Lamprey Health Clinic on a Healthy Connections and Whole Health and Wellness Program and continuing to support and grow these groups to be more of a peer supportive model. Oversee increased Staff of 1 full time Assistant and 6 part-time staff hired from within membership to support a continue population growth to date. I am aggressively making great strides developing community collaborations and connections with community provider within its Continuum of Care, community stakeholders, our two local hospitals, Access Team, the Act Team, and local clinics to ensure peer support and H.E.A.R.T.S. PSC is represented and is part of the community consumer supports. I am on the local mental health community advisory committee and. I am d on the IDN also on a regional public health committee to improve better access for all. I am a member of the NH State Behavioral Health Advisory Council. I am also the Chair of Consumer Council. With the B.O.D. and Asst. Director's support, H.E.A.R.T.S. we operate a Peer Support Crisis Respite Center attached to the located facility with 9 + more employees trained in IPS and WRAP crisis / trauma. Now as of May 19, 2022, opened and operate a 3-bedroom SUSD Short-term Transitional Stay Program adjacent to the main building with Program Manager and 10 more staff.

2009-2010 Executive Director of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI /HHI

Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. Continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork to allow H.E.A.R.T.S. PSA to become a totally peer run Independent 501(C) 3 corporation by end of Fiscal year FY10 June 30, 2010.

2007-2009 Program Manager of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060

Became the program manager and was responsible for the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; organizing and facilitating groups using IPS and WRAP training methods. Responsible for evolving the peer support program to becoming its own independent 501(C)3 PSA Center and developing an Interim Board of Directors reporting directly to the BOD.

2005-2007 Program Coordinator of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060

Assisted the program manager in the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; Organizing and facilitating groups using IPS and WRAP training methods.

2003-2005 Machine Operator/NC Operator at Sanmina-Sci Corp. in Wilmington, MA

2002-2003 Assistant Manager at Spring Glow Services in Oroville, CA

1998-2002 Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA

1989-1998 Engineering Technician at HADCO Corp. in Hudson, NH

1986-1989 Incoming Inspection QA/QC at Digital Corp. in Nashua, NH

1984-1986 Electronic Technician at Wang Corp. in Haverhill, MA

1983-1984 Electronic Technician at Lockheed/Sanders in Nashua, NH

EDUCATION

2004 - 2007 New Hampshire Community Technical College, Nashua, NH

Certificate in American Sign Language I, II, III, IV; Deaf Culture I, II

1974-1978 Sunnyvale High School, Sunnyvale, CA Graduated 1978

TRAININGS

Certified in IPS Facilitators Training and continuing a two-year Recertification as well as quarterly Co-Supervision trainings each year

Certified in WRAP Facilitators Training and continuing a two-year Recertification

Certified in WHAM Facilitators Training and continuing a two-year Recertification

Substance Abuse State of New Hampshire Training

Certified in Recovery Coach for Alcohol and Drugs

Planting the Seeds for Health and Wholeness Training

Smoking Cessation Program

Certified Peer Specialist

Certified in SOAR Program

Certified in First Aid and CPR

Certification in American Sign Language

Safe Food Handling Class from NHFB

Administrative Training

Members Rights and Responsibilities / Sexual Harassment

Cheryl Thibodeau

March 1, 2019



Skills

- Time Management
- Manager-Customer Service
- Accounting
- Case Management-Out Reach
- Designer-Special Projects
- Professional Writing
- Communication Skills

Education

- Associate Degree Human Services
- Continuing on Bachelor Degree
- IPS Crisis Respite Training Refresher
- Co-Reflection
- Wrap Groups

Training

- Peer Support Specialist
- Respite Staff
- Co-Facilitator of WRAP
- Co-Facilitator of IPS
- WHAM Course
- Recovery Coach

Certified Peer Specialist

Life Experience

Single parent raised 4 boys with mental health issues involving Bi-polar, ADHD, High Function Autism, OCD, and a Severe Brain Injury. Involved with Nashua Community Council for over 20 years and recognizing behavioral patterns and applying coping skills as a parent. Recently graduate with a 4 year Associate Degree in Human Services at Nashua Community College and will continue an education for Bachelor, Master, and PHD in Behavioral Mental Health.

Employment

H.E.A.R.T.S Center: Member/Staff Peer Support Specialist

Crisis Respite Center: Member/Staff Peer Support Specialist

Wal-Mart: Cashier, Customer Service Manager, Accounting

Afternoon Delight: Prep Food-Delivery

Michael's Arts: Floral Designer

Mountain Ridgeview: Distributed Pet Toys, Designed, Inventory, Shipping

Cleaning Business: Owned a cleaning business for homes and restaurants

Child Care: Home Day Care

SUSD

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Ken Lewis	Executive Director	\$10,504.00
VACANT	Asst. Executive Director	\$8,840.00
Cheerl Thibodeau	PROGRAM MANAGER	\$33,280.00

Subject: Recovery Oriented Step-Up Step-Down Programs (RFA-2023-BMHS-02-RECOV-03)

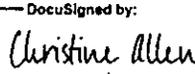
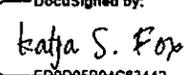
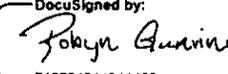
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Area Peer Support Agency		1.4 Contractor Address 32 Washington Street #REAR Keene, NH 03431	
1.5 Contractor Phone Number 603-352-5093	1.6 Account Number 010-092-4117-102-0731 92204117.	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$800,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/9/2022		1.12 Name and Title of Contractor Signatory Christine Allen Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/9/2022		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/9/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.

Contractor Initials 
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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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials CA
Date 6/9/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials 
Date 6/9/2022

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 or upon Governor and Executive Council approval, whichever is later ("Effective Date").
 - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide a Recovery Oriented Step-Up Step-Down program in this Agreement to individuals 18 years of age or older, with long term and/or severe mental illness, as defined in NH RSA 135-C:2 X.
- 1.2. The Contractor shall ensure services are physically located in NH Mental Health Region 5, and are available to individuals statewide, regardless of an individual's insurance coverage, residence or place of employment.
- 1.3. For the purposes of this Agreement, all references to days shall mean consecutive calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider, the information or records will be subject to all safeguards of 42 CFR Part 2.
- 1.6. The Contractor shall operate a three (3) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
- 1.7. The Contractor shall ensure Recovery Oriented Step-Up Step-Down programs are:
 - 1.7.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
 - 1.7.2. At a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval by the Governor and Executive Council.
- 1.8. The Contractor shall ensure the Recovery Oriented Step-Up Step-Down program maintains:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.8.1. A specific sleeping area designated for each individual, ensuring common areas are not used as bedrooms.
- 1.8.2. A minimum of one (1) bathroom with a sink, toilet, and shower.
- 1.8.3. Storage space for each individual's clothing and personal possessions.
- 1.8.4. A kitchen area for the individual(s) to store and prepare meals.
- 1.8.5. A minimum of one (1) telephone for incoming and outgoing calls.
- 1.9. The Contractor shall ensure Recovery Oriented Step-Up Step-Down program include, but are not limited to:
 - 1.9.1. Program(s) that are voluntary admission, short term, with overnight peer support services.
 - 1.9.2. Non-clinical peer supports, which includes access to a 24 hour staff.
 - 1.9.3. Policies that establish a 90 day maximum stay limit per individual, per episode.
 - 1.9.4. Programs staffed by peer support specialists as defined in NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the State Peer Support Specialist certification exam within 12 months of employment.
 - 1.9.5. Coordination with outpatient community-based clinical treatment providers.
- 1.10. The Contractor shall utilize the Intentional Peer Support (IPS) or another Substance Abuse and Mental Health Services Administration (SAMHSA) recognized mental health peer support model to facilitate recovery and wellness with individuals in the Recovery Oriented Step-Up Step-Down program. The Contractor shall ensure:
 - 1.10.1. Programs operate in accordance with SAMHSA Core Competencies for Peer Support Workers in a behavioral health system;
 - 1.10.2. Individuals are referred to other community-based service providers, as appropriate, to ensure:
 - 1.10.2.1. Individuals are connected to community providers, programs, and applicable services; and
 - 1.10.2.2. Whole-health needs of each individual are met.
 - 1.10.3. Programs utilize a statewide referral form approved by the Department;
 - 1.10.4. Programs adhere to a standardized Department-approved admission criteria that includes, but is not limited to, serving individuals who

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.10.4.1. Are at least 18 years of age.
- 1.10.4.2. Are residents of the State of New Hampshire.
- 1.10.4.3. Self-identify as being in psychiatric distress.
- 1.10.4.4. Express a willingness to engage in daily services and wellness activities.
- 1.10.4.5. Self-administer medication, if applicable, or receive medication from a community provider or clinician off-site.
- 1.10.5. Referrals for individuals utilizing the program as a Step-Up are accepted if submitted through:
 - 1.10.5.1. Community mental health centers or providers;
 - 1.10.5.2. Mobile Crisis/ Rapid Response Teams;
 - 1.10.5.3. NH Rapid Response Access Point;
 - 1.10.5.4. Peer Support Agencies; or
 - 1.10.5.5. Other entities, as approved by the Department.
- 1.10.6. Referrals for individuals utilizing the program as a Step-Down are accepted if submitted through:
 - 1.10.6.1. New Hampshire Hospital;
 - 1.10.6.2. Designated Receiving Facilities;
 - 1.10.6.3. Mobile Crisis/ Rapid Response Teams;
 - 1.10.6.4. Community mental health centers or providers;
 - 1.10.6.5. Hospitals; or
 - 1.10.6.6. Other entities, as approved by the Department.
- 1.10.7. Programs are staffed and operated by a minimum of one (1) Certified Peer Support Specialist with lived experience with mental illness, 24 hours per day when participants are in the program.
- 1.10.8. Programs support recovery and resiliency through interventions and services, or connections to services, which include, but are not limited to:
 - 1.10.8.1. Facilitating connections to natural supports, defined as relationships that occur in everyday life, which may include, but are not limited to:
 - 1.10.8.1.1. Family.
 - 1.10.8.1.2. Friends.
 - 1.10.8.1.3. Neighbors.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.10.8.1.4. Coworkers.
- 1.10.8.1.5. Peer support networks when transitioning back to their communities.
- 1.10.8.2. Developing and supporting individual discharge plans.
- 1.10.8.3. Providing access to a minimum of one (1) SAMHSA-recognized peer support model that emphasizes physical, psychological, and emotional safety and focuses on individual strengths as a method to rebuild a sense of control and empowerment.
- 1.10.8.4. Providing opportunities for engagement in structured daily activities while participating in the program.
- 1.10.8.5. Developing individualized safety and wellness plans that support person-centered recovery goals, which may include Wellness Recovery Action Plans (WRAP).
- 1.10.9. Programs support connections to current clinical treatment teams by allowing visits and meetings with individuals at the program site and collaborate with current service providers by establishing memoranda of understanding, communication protocols and sharing of care plans with written consent where appropriate.
- 1.10.10. Programs support individuals with maintaining participation in academic coursework and/or employment.
- 1.11. The Contractor shall assist individuals without established service providers to obtain a variety of supports that include, but are not limited to:
 - 1.11.1. Referring individuals to Department supports for benefits that may include, but are not limited to:
 - 1.11.1.1. Social Security.
 - 1.11.1.2. Food Stamps.
 - 1.11.1.3. Utility assistance.
 - 1.11.2. Assisting individuals with obtaining, completing, and submitting housing applications.
 - 1.11.3. Identifying and connecting participants to resources within the community which may include, but are not limited to:
 - 1.11.3.1. Peer support agencies.
 - 1.11.3.2. Community mental health centers.
 - 1.11.3.3. Faith-based groups.
 - 1.11.3.4. Transportation services.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

- 1.11.3.5. Primary care services.
- 1.11.3.6. Homemaker and personal care services.
- 1.12. The Contractor shall administer a functional assessment of each individual at intake and discharge from the program, as approved by the Department to include; but not be limited to, data identified in Subparagraph 1.51.1.
- 1.13. The Contractor shall develop a referral process with the local community mental health center for individuals who, while in the program, experience a rise in acuity level and require:
 - 1.13.1. A higher level of care; or
 - 1.13.2. An evaluation for hospitalization.
- 1.14. The Contractor shall ensure individual health needs are addressed during the course of their stay.
- 1.15. The Contractor shall maintain a smoke-free environment and provide tobacco intervention services to individuals who are former or current smokers. The Contractor shall ensure:
 - 1.15.1. Former smokers receive appropriate supports that assist with maintaining a non-smoking status; and
 - 1.15.2. Current smokers are offered support with smoking cessation.
- 1.16. The Contractor shall ensure the discharge process includes, but is not limited to:
 - 1.16.1. Conducting discharge planning meetings that actively include individuals receiving services.
 - 1.16.2. Ensuring the first discharge meeting occurs no later than 30 days from the date of the individual's admission.
 - 1.16.3. Ensuring discharge meetings include, but are not limited to, input from:
 - 1.16.3.1. Community mental health centers.
 - 1.16.3.2. Primary care services.
 - 1.16.3.3. Other providers.
 - 1.16.3.4. Natural supports.
 - 1.16.4. Ensuring discharge plans are wellness and recovery oriented and include, but are not limited to, individualized:
 - 1.16.4.1. Emergency contacts.
 - 1.16.4.2. Community support contacts.
 - 1.16.4.3. Updates on presenting problem.
 - 1.16.4.4. Disposition.

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- 1.16.4.5. Recovery goals.
- 1.16.4.6. Action steps to transition back into the community.
- 1.17. The Contractor shall enroll individuals in the Recovery Orientated Step-Up Step-Down Program who meet the specifications described in Subparagraphs 1.10.4. through 1.10.6., and:
 - 1.17.1. Who have a desire to work on wellness issues; and
 - 1.17.2. Who have a desire to participate in peer support services.
- 1.18. The Contractor shall ensure the Recovery Orientated Step-Up Step-Down Program Guest application includes, but is not limited to:
 - 1.18.1. The minimum engagement policy.
 - 1.18.2. Suspension of services policy.
 - 1.18.3. Step-Up Step-Down program rules.
 - 1.18.4. Attestation that the individual supports the mission of the Peer Support Agency (PSA).
 - 1.18.5. A maximum 90 day length of stay agreement.
- 1.19. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
 - 1.19.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.20. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting for the purpose exchanging information as well as supporting and strengthening the statewide Peer Support system.
- 1.21. The Contractor shall meet, at a minimum of two (2) times per year, with other regional community support organizations that serve the same populations, which may include, but are not limited to:
 - 1.21.1. Mental health centers.
 - 1.21.2. Area homeless shelters.
 - 1.21.3. Community action programs.
 - 1.21.4. Housing agencies.
- 1.22. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Sections 1.20. through 1.21.4.

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- 1.23. The Contractor shall submit a grievance and appeals process to the Department for approval. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
 - 1.23.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 1.23.1.1. Individual's name.
 - 1.23.1.2. Date of written grievance.
 - 1.23.1.3. Nature and subject of the grievance.
 - 1.23.1.4. A method to submit an anonymous grievance.
 - 1.23.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
 - 1.23.3. A method to track grievances.
 - 1.23.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 1.23.5. An immediate review of the grievance and investigation by the Contractor's director or his or her designee.
 - 1.23.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 1.23.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.24. The Contractor shall ensure its Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.25. The Contractor shall submit a copy of the written decision regarding the grievance to the Department within one (1) day from the written decision.
- 1.26. The Contractor shall participate in quality assurance program reviews and site visits on a schedule provided by the Department. The Contractor agrees that:
 - 1.26.1. All Agreement deliverables, programs, and activities are subject to review; and
 - 1.26.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.27. The Contractor shall participate in quality assurance reviews as follows:
 - 1.27.1. Ensure the Department is provided with access that shall include, but is not limited to:
 - 1.27.1.1. Data.

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- 1.27.1.2. Financial records.
 - 1.27.1.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.5. Scheduled phone access to Contractor principals and staff.
- 1.28. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
- 1.28.1. Participating in bi-annual quality improvement review.
 - 1.28.2. Participating in ongoing monitoring and reporting based on the bi-annual quality assurance review and any corrective action plan submitted in conjunction with the Department and Contractor.
 - 1.28.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
 - 1.28.4. Reviewing personnel files for completeness.
 - 1.28.5. Reviewing the grievance process.
- 1.29. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with Agreement activities, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.30. The Contractor shall provide all requested audits to the Department no later than November 1 of each State Fiscal Year.
- 1.31. The Contractor shall maintain staffing as specified in this Statement of Work.
- 1.32. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 1.33. The Contractor shall not add, delete, defund, or transfer staff positions among programs without prior written permission from the Department.
- 1.34. The Contractor shall develop a Staffing Contingency Plan for Department approval no later than 30 days from the Agreement effective date, which includes but is not limited to:
- 1.34.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 1.34.2. The description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.

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- 1.34.3. The description of time frames necessary for obtaining staff replacements.
- 1.34.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 1.35. The Contractor shall submit an emergency staffing plan within 30 days of the Agreement effective date that includes, but is not limited to:
 - 1.35.1. Inclement weather notifications for programming and transportation services.
 - 1.35.2. Emergency evacuation plans.
- 1.36. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 1.36.1. Obtain and verify at least two (2) references for the individual;
 - 1.36.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 1.36.3. Complete a criminal records check to ensure that the individual has no history of:
 - 1.36.3.1. Felony conviction; or
 - 1.36.3.2. Any misdemeanor conviction involving:
 - 1.36.3.2.1. Physical or sexual assault;
 - 1.36.3.2.2. Violence;
 - 1.36.3.2.3. Exploitation;
 - 1.36.3.2.4. Child pornography;
 - 1.36.3.2.5. Threatening or reckless conduct;
 - 1.36.3.2.6. Theft;
 - 1.36.3.2.7. Driving under the influence of drugs or alcohol; or
 - 1.36.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 1.36.4. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.
- 1.37. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a

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volunteer if:

- 1.37.1. The individual's name is on the BEAS state registry;
 - 1.37.2. The individual has a record of a felony conviction; or
 - 1.37.3. The individual has a record of any misdemeanor conviction as referenced above.
- 1.38. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.38.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
 - 1.38.2. All staff training shall be in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.05, Staff Training, Staff Development and Orientation.
 - 1.38.3. All staff training shall be in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the state peer support specialist certification exam within 12 months of employment.
 - 1.38.4. All personnel and training records are current and available to the Department, as requested.
- 1.39. The Contractor shall maintain documentation of completed trainings and certifications in staff files.
- 1.40. The Contractor shall ensure suicide prevention training, as approved by the Department, is provided annually to all staff.
- 1.41. The Contractor shall ensure that annual Wellness Training is available to staff.
- 1.42. The Contractor shall provide Intentional Peer Support (IPS) training or another SAMHSA recognized mental health peer support model and its required consultations to meet State Peer Specialist certification.
- 1.43. The Contractor shall ensure all staff, as applicable to their job description, including the Executive Director, participate in trainings, that include, but are not limited to:
- 1.43.1. Staff Development.
 - 1.43.2. Supervision.
 - 1.43.3. Performance Appraisals.
 - 1.43.4. Employment Practices.

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- 1.43.5. Sexual Harassment.
- 1.43.6. Member Rights.
- 1.43.7. Program Development.
- 1.43.8. Grievance and the grievance procedure process.
- 1.43.9. Financial Management.
- 1.43.10. Incident reporting process.
- 1.44. The Contractor shall obtain prior approval by the Department no later than 30 days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 1.45. The Contractor shall ensure comprehensive administrative support for all services provided in this Agreement.
- 1.46. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.47. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.48. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.48.1. Personnel records.
 - 1.48.2. Financial records.
 - 1.48.3. Program data files.
- 1.49. The Contractor shall ensure staff, including the Executive Director, participate in NH Center for Nonprofit trainings on finance, governance and leadership development as required by the Department.
- 1.50. Reporting
 - 1.50.1. The Contractor shall collect and submit, to the Department, individual data in the format, content, frequency and method, as approved by the Department, that includes, but is not be limited to:
 - 1.50.1.1. Region of origin upon admission.
 - 1.50.1.2. Referral source.
 - 1.50.1.3. Discharge region.
 - 1.50.1.4. Presenting problem upon admission.
 - 1.50.1.5. If admission was diversion from inpatient care (step-up).
 - 1.50.1.6. If admission facilitated a supported transition out of inpatient care (step-down).

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- 1.50.1.7. Age.
- 1.50.1.8. Gender.
- 1.50.1.9. Sexual orientation.
- 1.50.1.10. Race and ethnicity.
- 1.50.1.11. Legal status.
- 1.50.1.12. Employment status.
- 1.50.1.13. Individual's housing status upon admission and discharge.
- 1.50.1.14. Discharge reason.
- 1.50.1.15. Length of stay.
- 1.50.1.16. Resource referrals.
- 1.50.1.17. Entry and exit client status indicators that include, but not be limited to, whether the individual:
 - 1.50.1.17.1. Was a Step-Up or Step-Down referral;
 - 1.50.1.17.2. Exited to a higher level of care; or
 - 1.50.1.17.3. Was referred from a higher level of care.
- 1.50.1.18. 90-day follow-up status post program discharge that includes the number of hospital admissions categorized by physical and psychiatric.
- 1.50.2. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
 - 1.50.2.1. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
 - 1.50.2.2. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
 - 1.50.2.3. Revenues equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
 - 1.50.2.4. The Profit and Loss Statements include a budget column allowing for budget-to-actual analysis.
 - 1.50.2.5. Statements are based on the accrual method of accounting and include the Contractor's total revenues and

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expenditures, whether or not generated by, or resulting from, funds provided pursuant to this Agreement.

- 1.50.3. The Contractor shall submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
 - 1.50.4. The Contractor shall prepare an Annual Report that:
 - 1.50.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.50.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
 - 1.50.5. The Contractor shall submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.50.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.50.5.2. Number of bed days;
 - 1.50.5.3. Staffing levels; and
 - 1.50.5.4. Daily provided programming.
 - 1.50.6. The Contractor shall submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
 - 1.50.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including client-level demographic, performance, and service data.
- 1.51. Performance Measures
- 1.51.1. The Contractor shall perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:
 - 1.51.1.1. Meeting 80% minimum occupancy standards annually.
 - 1.51.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
 - 1.51.1.3. Facilitating Step-Down transitions with no more than 5% of individuals being readmitted to hospital level care within the 90 day period.

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2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original

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evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. 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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
 - 2.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
 - 2.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee 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, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage.
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

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- 8.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 8.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 8.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
 - 8.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
 - 8.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
 - 8.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real

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property (and cost of any improvements) to the current fair market value of the property.

8.3. Equipment.

8.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

8.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

8.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

8.3.2.2. Not encumber the property without approval of the State.

8.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

8.3.3. Use.

8.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

8.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or

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projects is also permissible with approval from the State.

8.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

8.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

8.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

8.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

8.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

8.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

8.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

8.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
 - 8.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
 - 8.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - 8.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.
9. Property Trust Relationship and Liens
- 9.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

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

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New Hampshire Department of Health and Human Services
Exhibit D

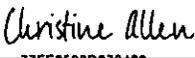
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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: Monanodock Peer Support

6/9/2022
Date

DocuSigned by:

 Name: CHRISTINE ALLEN
 Title: Executive Director



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: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: Christine Allen

Title: Executive Director

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Vendor Initials

6/9/2022
Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:
Christine Allen
Name: Christine Allen
Title: Executive Director

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: Christine Allen

Title: Executive Director

Exhibit G

Contractor Initials

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

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

Christine Allen

Name: Christine Allen

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014.

Contractor Initials CA

Date 6/9/2022



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



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 (l). 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

Contractor Initials CA

Date 6/9/2022



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. CA

3/2014

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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 by:
Katja S. Fox

 Signature of Authorized Representative
 Katja S. Fox

 Name of Authorized Representative
 Director

 Title of Authorized Representative
 6/9/2022

 Date

Monanodock Peer Support

 Name of the Contractor
Christine Allen

 Signature of Authorized Representative
 Christine Allen

 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative
 6/9/2022

 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.

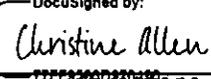
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: Monanodock Peer Support

6/9/2022

Date

DocuSigned by:

 Name: CHRISTINE ALLEN
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 94-560-2704
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 x 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 x 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

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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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

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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

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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

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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/doit/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

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DHHS Information Security Requirements



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

State of New Hampshire

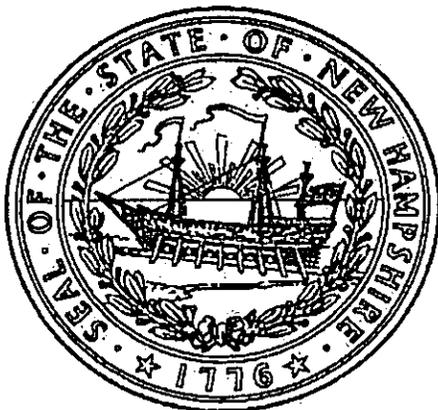
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK AREA PEER SUPPORT AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 23, 1995. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 239259

Certificate Number: 0005755621



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cardina Stetson, 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 Monadnock Peer Support (MPS)
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 6/7, 2022 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Christine Allen, Executive Director may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 6/7/22

Cardina Stetson
Signature of Elected Officer

Name:
Title:

Monadnock Area Peer Support Agency

Mission Statement

As a peer driven organization, it is the mission of Monadnock Peer Support to promote wellness and recovery, as defined by the individual, through intentional peer support, and to provide advocacy, educational, vocational, interpersonal, social, and spiritual opportunities to adults who utilize mental health services to learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining increased capacities for self-determination, independence, and personal growth.

The community, in conjunction with the Board of Directors, generates all rules, policy and direction with equal consideration given to the input of all members. We emphasize understanding, mutual accountability and respect for diversity in relationships. We offer groups, activities and events in which we learn more about ourselves, and how we interact with others. We utilize shared leadership, skill development, team activities and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

MONADNOCK PEER SUPPORT
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years Ended June 30, 2021 and 2020

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Statement of Activities and Changes in Net Assets By State Approved BMHS Funds, 2021	16

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Monadnock Peer Support
Keene, New Hampshire

Opinion

We have audited the accompanying financial statements of Monadnock Peer Support (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Peer Support as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Monadnock Peer Support and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Peer Support's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Peer Support's ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited Monadnock Peer Support's 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 7, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 9, 2022

**MONADNOCK PEER SUPPORT
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 WITH COMPARATIVE TOTALS, JUNE 30, 2020**

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2021	2020
CURRENT ASSETS				
Cash and cash equivalents				
Operating	\$ 205,135	\$ -	\$ 205,135	\$ 34,807
BMHS & Respite refundable	1,108	-	1,108	1,108
Total cash and cash equivalents	<u>206,243</u>	<u>-</u>	<u>206,243</u>	<u>35,915</u>
Accounts receivable	94,056	-	94,056	48,202
Prepaid expenses	5,777	-	5,777	6,660
Total Current Assets	<u>306,076</u>	<u>-</u>	<u>306,076</u>	<u>90,777</u>
PROPERTY AND EQUIPMENT, at cost				
Building	273,976	-	273,976	135,985
Improvements in progress	100,501	-	100,501	-
Land	93,200	-	93,200	22,750
Equipment and vehicle	15,500	-	15,500	47,370
Total property & equipment	483,177	-	483,177	206,105
Less accumulated depreciation	5,373	-	5,373	106,110
	<u>477,804</u>	<u>-</u>	<u>477,804</u>	<u>99,995</u>
OTHER ASSETS				
Security deposit - utilities	1,541	-	1,541	-
Total Assets	<u>785,421</u>	<u>-</u>	<u>785,421</u>	<u>190,772</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	11,173	-	11,173	1,400
Accrued expenses	4,940	-	4,940	4,498
Long-term debt, current portion	18,203	-	18,203	9,096
Total Current Liabilities	<u>34,316</u>	<u>-</u>	<u>34,316</u>	<u>14,994</u>
LONG-TERM LIABILITIES				
Refundable advance, BMHS	1,108	-	1,108	1,108
Long-term debt, net of current portion	260,750	-	260,750	-
Total Long-Term Liabilities	<u>261,858</u>	<u>-</u>	<u>261,858</u>	<u>1,108</u>
OTHER LIABILITIES				
Payroll Protection Program Loan	47,270	-	47,270	38,200
NET ASSETS				
Without donor restriction	441,977	-	441,977	131,470
With donor restriction	-	-	-	5,000
Total Net Assets	<u>441,977</u>	<u>-</u>	<u>441,977</u>	<u>136,470</u>
Total Liabilities and Net Assets	<u>\$ 785,421</u>	<u>\$ -</u>	<u>\$ 785,421</u>	<u>\$ 190,772</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2021 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020**

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	2021	2020
REVENUE AND SUPPORT				
State grant income	\$ 516,277	\$ -	\$ 516,277	\$ 288,919
Contributions	44,268	-	44,268	55,985
Interest income	80	-	80	36
Program & other income	3,377	-	3,377	4,835
Total revenue and support	<u>564,002</u>	<u>-</u>	<u>564,002</u>	<u>349,775</u>
OTHER REVENUE				
Payroll Protection Program loan forgiveness	38,200	-	38,200	-
Gain on sale of fixed assets	80,245	-	80,245	-
	<u>118,445</u>	<u>-</u>	<u>118,445</u>	<u>-</u>
Net assets released from donor imposed restrictions	<u>5,000</u>	<u>(5,000)</u>	<u>-</u>	<u>-</u>
EXPENSES				
Program	329,211	-	329,211	321,482
Management & general	47,452	-	47,452	15,315
Fundraising	277	-	277	-
Total expenses	<u>376,940</u>	<u>-</u>	<u>376,940</u>	<u>336,797</u>
Increase (decrease) in net assets	310,507	(5,000)	305,507	12,978
Net assets, beginning of year	<u>131,470</u>	<u>5,000</u>	<u>136,470</u>	<u>123,492</u>
Net assets, end of year	<u>\$ 441,977</u>	<u>\$ -</u>	<u>\$ 441,977</u>	<u>\$ 136,470</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2021</u>	<u>Total 2020</u>
Wages	\$ 218,655	\$ -	\$ -	218,655	\$ 212,248
Employee benefits	28,350	-	-	28,350	31,409
Payroll taxes	17,240	-	-	17,240	16,005
Supplies and office expense	16,942	1,882	-	18,824	6,544
Telephone	3,670	408	-	4,078	4,215
Utilities	12,217	1,357	-	13,574	12,322
Insurance	6,503	723	-	7,225	8,755
Repairs and maintenance	3,957	440	-	4,397	4,571
Interest expense	1,818	202	-	2,020	1,577
Food	956	106	-	1,062	1,485
Professional fees	-	12,032	-	12,032	11,083
Other expenses	3,220	-	18	3,238	1,370
Travel	42	-	-	42	6,249
Training	1,963	-	-	1,963	3,562
Depreciation	8,390	-	-	8,390	7,996
Equipment rental	2,345	261	-	2,606	2,585
Vehicle expense	2,572	-	-	2,572	4,555
Postage	372	41	-	413	266
Advertising	-	-	259	259	-
CARES program grants	-	30,000	-	30,000	-
	<u>\$ 329,211</u>	<u>\$ 47,452</u>	<u>\$ 277</u>	<u>\$ 376,940</u>	<u>\$ 336,797</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 305,507	\$ 12,978
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	8,390	7,996
Gain on sale of fixed asset	(80,245)	(400)
Payroll Protection Program loan forgiveness	(38,200)	-
(Increase) decrease in operating assets		
Accounts receivable	(45,854)	(45,643)
Prepaid expenses	883	1,275
Security deposit - utilities	(1,541)	-
Increase (decrease) in operating liabilities		
Accounts payable	9,773	(9,768)
Accrued expenses	442	(1,941)
Net Cash Provided (Used) By Operating Activities	<u>159,155</u>	<u>(35,503)</u>
CASH USED BY INVESTING ACTIVITIES,		
Cash paid for purchases of fixed assets	(87,176)	(22,975)
Cash paid for purchases of improvements in progress	(100,501)	-
Proceeds on sale of fixed assets	161,723	2,500
Net Cash (Used) By Investing Activities	<u>(25,954)</u>	<u>(20,475)</u>
CASH USED BY FINANCING ACTIVITIES,		
Repayments of long-term notes payable	(10,143)	(17,509)
Net Proceeds, Payroll Protection Plan Loan	47,270	38,200
Net Cash Provided by Financing Activities	<u>37,127</u>	<u>20,691</u>
Net Increase (Decrease) in Cash and Cash Equivalents	170,328	(35,287)
Cash and Cash Equivalents, Beginning of Year	<u>35,915</u>	<u>71,202</u>
Cash and Cash Equivalents, End of Year	<u>\$ 206,243</u>	<u>\$ 35,915</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 2,020</u>	<u>\$ 1,577</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of fixed assets purchased	367,176	22,975
New debt assumed for assets purchased	<u>(280,000)</u>	<u>-</u>
Cash payment for fixed asset acquisitions	<u>\$ 87,176</u>	<u>\$ 22,975</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 1 – NATURE OF ORGANIZATION

Monadnock Peer Support (MPS) is a nonprofit organization incorporated, that promotes peer support through educations, vocational, interpersonal, social and spiritual opportunities for consumers of mental health services and by facilitating recovery through peer support, empowerment and personal growth. The organization operates in Keene, New Hampshire.

The revenue of the Organization is derived primarily from a contract with the State of New Hampshire Department of Health and Human Services.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

The financial records for the Organization are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Basis of Presentation

The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net assets with donor restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash Equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2021 and 2020.

Support and Revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS).

Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Building improvements	10-39
Equipment	5-7
Vehicle	5

Depreciation expense was \$8,390 and \$7,996 for the years ended June 30, 2021 and 2020, respectively.

Function and Cost Allocation of Expenses

The costs of providing various program, management and rental services have been summarized in the statement of activities. Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are compensation and insurances, which are allocated on the basis of estimates of time and effort; occupancy costs, which are allocated on a square footage basis; and supplies and telephone costs, which are allocated based on usage studies.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising

The Organization expenses advertising costs as incurred. MPS had advertising costs of \$259 and \$0 as of June 30, 2021 and 2020, respectively.

Use of Estimates

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

Income Taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to MPS's program services. These services are not included in donated materials and services because the value has not been determined.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Materials and Services

It is the intent of MPS to record the value of donated goods and services when there is an objective basis available to measure their value. For the year ended June 30, 2021, MPS received donated goods connected with its move to a new building. The value of these donated goods individually did not exceed \$500 to meet the organizations capitalization threshold. There were no donated goods or services in 2020.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

NOTE 3 – REVIEW BY OUTSIDE AGENCIES

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

NOTE 4 – COMPENSATED ABSENCES

Employees of the Organization are entitled to paid time off depending on job classification, length of services and other factors. The Organization had no accrued time earned, but unpaid as of June 30, 2021 and 2020, respectively.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 5 – CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 75% and 82% of total revenue in the years ended June 30, 2021 and 2020, respectively.

NOTE 6 – RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses MPS for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$0 and \$1,000 for the years ended June 30, 2021 and 2020, respectively.

NOTE 7 – REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, MPS was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$1,108 for the years ended June 30, 2021 and 2020, respectively.

NOTE 8 – BOARD DESIGNATED NET ASSETS

The Organization has no board designated net assets as of June 30, 2021.

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 9 – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restriction consisted of the following as of June 30:

	<u>2021</u>	<u>2020</u>
NHCF funds.	<u>\$ 0</u>	<u>\$ 5,000</u>
	<u>\$ 0</u>	<u>\$ 5,000</u>

NOTE 10 – FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	<u>Quoted Prices in Active Markets For Identical Assets (Level 1)</u>	<u>Significant other Observable inputs (Level 2)</u>
<u>2021</u>			
Accounts Receivable	<u>\$ 94,056</u>	<u>\$ -</u>	<u>\$ 94,056</u>
<u>2020</u>			
Accounts Receivable	<u>\$ 48,202</u>	<u>\$ -</u>	<u>\$ 48,202</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

NOTE 11 – LONG-TERM DEBT

Long-term debt consisted of the following as of June 30:

	<u>2021</u>	<u>2020</u>
Mortgage payable to a bank in monthly installments of \$763 including principal and interest beginning December 1999. The interest is 6.875%. The note is secured by a mortgage on real estate and was paid in full on December, 2021.	\$ -0-	\$ 9,096

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 11 – LONG-TERM DEBT (CONTINUED)

Long-term debt consisted of the following as of June 30:	<u>2021</u>	<u>2020</u>
Mortgage payable to a bank in monthly installments of \$1,517 including principal and interest beginning April, 2021. The interest is 4.25%. The note is secured by a mortgage on real estate and Matures April, 2046.	\$ 278,953	\$ 9,096
Less current portion	<u>18,203</u>	<u>9,096</u>
	<u>\$ 260,750</u>	<u>\$ -0-</u>

The maturities on long-term debt as of June 30 are as follows:

2022	\$ 18,202
2023	18,202
2024	18,202
2025	18,202
2026	18,202
Thereafter	<u>187,943</u>
Total	<u>\$ 278,953</u>

NOTE 12 – LIQUIDITY & AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 206,243	\$ 35,915
Accounts receivable	<u>94,056</u>	<u>48,202</u>
	<u>300,299</u>	<u>84,117</u>
Less amounts:		
Refundable BMHS funds required to be maintained under State agreement	1,108	1,108
Restricted NHCF funds	<u>-</u>	<u>5,000</u>
	<u>1,108</u>	<u>6,108</u>
	<u>\$ 299,191</u>	<u>\$ 78,009</u>

**MONADNOCK PEER SUPPORT
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020**

NOTE 13 – PAYROLL PROTECTION PROGRAM LOAN

In April of 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$38,200. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. This note was to mature two years from the date of first disbursement of the loan. In December of 2020 this loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

On May 3, 2021 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$47,270. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. It is likely that this loan will be forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). On September 28, 2021 this loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

NOTE 14. RISKS AND UNCERTAINTIES: COVID-19

As a result of the spread of the Covid-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

NOTE 15 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 9, 2022, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**MONADNOCK PEER SUPPORT
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
FOR THE YEAR ENDED JUNE 30, 2021**

	State Approved BMHS Funds	State Approved SUSD Funds	State Approved SUSD Start-Up Funds	State Approved Total	Non-BMHS Funds	Total
REVENUE AND SUPPORT						
Grant income, current year	\$ 275,105	\$ 91,194	\$ 149,978	\$ 516,277	\$ -	516,277
Contributions	-	-	-	-	44,268	44,268
Interest income	-	-	-	-	80	80
Program & other income	-	-	-	-	3,377	3,377
Payroll Protection Program loan forgiveness	-	-	-	-	38,200	38,200
Gain on sale of fixed assets	-	-	-	-	80,245	80,245
Total support and revenue	<u>275,105</u>	<u>91,194</u>	<u>149,978</u>	<u>516,277</u>	<u>166,170</u>	<u>682,447</u>
EXPENSES						
Wages	169,459	42,196	7,000	218,655	-	218,655
Employee benefits	27,687	860	-	28,547	(197)	28,350
Payroll taxes	13,232	4,008	-	17,240	-	17,240
Supplies and office expense	7,636	5,548	4,117	17,301	1,523	18,824
Telephone	3,070	-	-	3,070	1,008	4,078
Utilities	13,574	-	-	13,574	-	13,574
Insurance	7,216	-	-	7,216	9	7,225
Repairs and maintenance	2,150	756	471	3,377	1,020	4,397
Interest expense	1,608	-	-	1,608	412	2,020
Food	1,062	-	-	1,062	-	1,062
Professional fees	10,936	1,096	-	12,032	-	12,032
Other expenses	-	-	3,220	3,220	18	3,238
Travel	-	-	-	-	42	42
Training	1,663	-	-	1,663	300	1,963
Depreciation	-	-	-	-	8,390	8,390
Equipment rental	2,326	-	-	2,326	280	2,606
Vehicle expense	2,572	-	-	2,572	-	2,572
Postage	390	-	-	390	23	413
Advertising	-	-	259	259	-	259
CARES program grants	-	-	-	-	30,000	30,000
Total expenses	<u>264,581</u>	<u>54,464</u>	<u>15,067</u>	<u>334,112</u>	<u>42,828</u>	<u>376,940</u>
Net Increase in Net Assets	10,524	36,730	134,911	182,165	123,342	305,507
BMHS funds allowed for:						
Debt reduction	(8,576)	-	-	(8,576)	8,576	-
Capital purchases	(4,463)	(43,038)	(135,176)	(182,677)	182,677	-
	<u>(13,039)</u>	<u>(43,038)</u>	<u>(135,176)</u>	<u>(191,253)</u>	<u>191,253</u>	<u>-</u>
Net assets, beginning of year	8,352	-	-	8,352	128,118	136,470
Net assets, end of year	<u>\$ 5,837</u>	<u>\$ (6,308)</u>	<u>\$ (265)</u>	<u>\$ (736)</u>	<u>\$ 442,713</u>	<u>\$ 441,977</u>

See Independent Auditors' Report and Notes to Financial Statements


**Monadnock
PEER SUPPORT**
Board of Directors
 Revised May 2022

Position	First	Last	Home Address	Town	Phone	Email	Term					Cons.
							Joined	#	Yrs	Begin	End	
AT-LARGE	Ed	Bryans	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jun	1	2	1-Jun	2022	
AT-LARGE	Dianne	Croteau	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Dec	1	2	1-Dec	2022	x
AT-LARGE	Kelly	Fleutte	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Dec	1	2	1-Dec	2022	
ASST SEC	Brieanna	Foster	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Dec	2	2	1-Dec	2023	x
AT-LARGE	Daria (Alejandro)	Levy	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Sep	2	2	1-Oct	2023	x
AT-LARGE	Jennifer	Richardson	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Nov	1	2	1-Nov	2022	x
AT-LARGE	Stephanie	Ritchie	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Oct	1	2	1-Oct	2023	
AT-LARGE	Meghan	Rouleau	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jun	1	2	1-Jun	2022	x
AT-LARGE	Marla	Steffre	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Oct	1	1	1-Oct	2022	x
CO-CHAIR	Carolina	Statson	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jan	1	2	1-Jan	2022	
AT-LARGE	Mandy	White	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1-Jan	1	3	1-Jan	2025	

11

6

Consumer 55%

- * 11 Members- 6 Needed for Quorum
- * Terms Expire at Annual Meeting (Generally October)
- * Board members will be elected by the members at each annual meeting for a term of three (3) years
- * In case of vacancies, new members will be elected for the remaining term of the vacancy
- * No more than 20% of BOD members may serve over six consecutive years
- * At least 51% of the Board members shall be comprised of representatives of the consumer sector

Andy Allen

Education

Peterson Technical Institute, Woburn, MA – HVACR, 2010

Pinkerton Academy – High School Diploma, Derry NH, 1991

Experience

Monadnock Peer Support Agency, May 3, 2021 – Present

Residential Team Lead

- *25 years lived in experience through older sibling addicted to methamphetamines*
- *Mentoring Peer Respite/SUSD Coordinators on achieving an excellent quality of work*
- *Orientation of newly hired Peer Respite/SUSD Coordinators*
- *Engage in one-to-one peer support, and, when appropriate, engage in outreach to Peer Respite/SUSD Coordinators*
- *Coach Peer Respite/SUSD Coordinators on how to cultivate mutually supportive relationships and handle conflict, complaints, or incidents using the tasks and principles of Intentional Peer Support*
- *Peer Respite/SUSD Coordinators on working with residents, guests, members, and staff to co-create a mutually beneficial community environment as is relevant to cleaning, maintenance, meals, and cohabitation*
- *Review all incident reports for completeness and accuracy*
- *Remain on-call when assigned to guide action taken by Peer Respite/SUSD Coordinators relative to issues of conflict, complaint, or incident*

Smart Bump Media Solutions, April 1, 2015 – Present

- *Self Employed start up business*

ABM Engineering Services, Sept 2003 – July 2014

- *ABM @ Lantheus Medical Imaging, Billerica, MA – Facility Manager, Feb 2013 – July 2014*

Facility Management for 10 buildings total, Coordinate new contract start up, build relationships with customer, lead & supervise all mechanics & their duties such as preventative maintenance, scheduling & payroll, Solicit contractors & coordinate all major projects from start to finish, on-call 24/7, oversee all ordering of tools, parts & supplies, coordinate & present meetings with customer, perform & complete

extensive training courses for general safety as well as GMP radioactive handling, review applications & hiring of new employees, mapping locations of various equipment throughout site such as fire extinguishers, back flow preventers, air handlers, water coolers, conference rooms, expansion joints, fence repairs, access ladders, docks & doors, roof leaks, recycling bins, water heaters, water meters, generators as well as coordinating testing & inspections for each.

- ABM @ City Hall Plaza, Manchester, NH – Chief Engineer, Oct 2011 – Feb 2013/New Contract Start Up
- ABM @ Logan International Airport, Boston, MA – Assistant Facility manager, Feb 2011 – Oct 2011
- ABM @ Massachusetts State House, Boston, MA – Assistant Facility Manager/ HVACR Tech, Oct 2009 – Feb 2011/New Contract Start Up
- ABM @ Delta-Continental-North West-Swiss Air, Logan International Airport; Boston, MA, Lead Mechanic, Sept 2003 – Oct 2009
- Saratoga Designs Woburn, MA, Sales manager, 2007 – 2009
- Bay State Industrial Welding, Hudson, NH, 2001-2007
- All-Rite Fence Co, Lowell, MA, 1999 – 2001

Special skills/experience;

Extensive Welding & fabrication, rigging, hoisting, masonry, fences; roofing, carpentry, door & window installation as well as large (storefront) glass panel handling, overhead door installation & maintenance, steel case, cipher locks, electric motors, pumps, small & large gas engine rebuilds (some experience with diesel), small engine repair & rebuild, hydraulics, experienced in the operation & repair of forklift/LULL & maintenance (up to 30 tons lift cap.), front end loaders, bobcats, John Deere, caterpillar, boom lifts, etc.

Proficient with Microsoft Word, Excel & Powerpoint as well as the most recent Maximo labor entry systems.

CHRISTINE ALLEN

OBJECTIVE:

To utilize my passion and knowledge of the Human Services field to build stronger families and work toward improving the lives and futures of each member within the household by providing counseling, support and guidance ensuring their success while enhancing their quality of life from a social, economic, family centered psychological perspective.

PROFESSIONAL EXPERIENCE:

Monadnock Peer Support Agency, Keene, NH | Executive Director December 2021 - Present

- Direct the organization in keeping with the vision outlined by the Board of Directors
- Provides general oversight of all activities, manages the day-to-day operations, and assures a smoothly functioning, efficient organization using appropriate delegation skills to accomplish this responsibility
- Coordinate collaboration amongst member PSAs and establish and maintain relationships with various organizations throughout the state and utilize those relationships to strategically enhance MPS's Mission.
- Develop and produce RFP application for, and contract with the BMH/DHHS and attend Bidder's Conference
- Supervise staff and volunteers, administering annual reviews of staff and managing behavior and performance matters as they arise
- Ensure proper training and continuing education for all staff
- Assess program needs and initiate a quality assurance plan that supports the principles and concepts of Peer Support
- Stay current with developments in Peer Support curriculum and research
- Report to and work closely with the Board of Directors to seek their involvement in policy decisions, fundraising and to increase the overall visibility of the organization throughout the State.
- Serve as MPS's primary spokesperson to the organization's constituents, the media, and the general public. Manage public image of the organization by acting as figurehead in all public-facing matters
- Report monthly to the Board of Directors
- Serve as an ex-officio member of all board committee's; Attend all Board meetings and trainings as required
- Work closely with staff and board to prepare annual budgets and judiciously monitor revenues and expenses
- Create green sheets/exhibit b sheets/goldenrod sheets with invoices
- Oversee all financial transactions and fiduciary activities
- Ensure the practices stipulated in the Accounting Policies and Procedures manual are implemented and maintained. Develop alternative sources of revenue

Monadnock Development Services, Keene, NH | Partners In Health December 2017 – December 2021

- Advocate for children and families working to strengthen relationships to ensure child's success
- Coordinate fundraising, corporate campaigning and strategic development to insure department growth
- Collaborate with Keene Family YMCA to foster a relationship with the Monadnock Type 1 Diabetes Group. T1D group now meets at the YMCA bi-monthly generating and building a stronger relationship with the outside towns surrounding Keene and generating new members to the YMCA
- Responsible for developing, monitoring and revising family centered treatment plans
- Collaborate with law enforcement, schools, medical professionals, DHHS to create strategic plans and corrective action
- Implement and wrote grants from State and Federal agencies to further promote work of Monadnock Developmental Services
- Insure all activities of program (Partners In Health) remained within budget
- Presented on multiple occasions to Boards, Committees and Legislative bodies securing funding
- Ensure operation with the Standards of Quality for Family Strengthening and Support, IEP's, 504 plans
- Consistently worked with a diverse group of individuals to ensure success of programs.
- Complete all confidential files and casework information, liaison between area agency and state

CHRISTINE ALLEN

OTHER PROFESSIONAL EXPERIENCE:

- Keene Family YMCA, Keene NH | Instructor and Trainer June 2008 - Present
- Girl Scouts, Marlborough, NH | Manager, Community Engagement & Recruitment June 2014 – July 2017
- Hesser College, Nashua, NH | Kaplan University | Director of Admissions January 2004 - May 2008
- Kronos Incorporated, Chelmsford, MA | Human Resources Generalist March 1998 - December 2003

VOLUNTER / COMMUNITY ENGAGEMENT:

Public Relations, *Keene Lions Club*

June 2019 – Present

- Serving those in need in the Monadnock Region securing funds to help pay for valuable things in the community from community projects, eyesight and Camp Carefree Diabetes camp for children.
- Responsible for the public relations and social media campaign to share our mission and community work.

Executive Board Member, *Moms On A Mission*

December 2017 – December 2019

- Recruit volunteers for our annual campaign.
- Work diligently with community members, business and non-profits to secure and gather items needing for the cause.

Vice President, Executive Board Member, *Keene Cal Ripken Baseball Association*

December 2016 - Present

- Collaborate, connect with and provide support to the Greater Keene Youth Baseball Softball Association.
- Coordinate fundraising, networking, communicating our needs to the general public ensuring that we are able to provide financial support to the families who are others unable to allow their child to participate.
- Raised \$30K from our Keene Community in 7 days for the 12U All Star Team to ensure that the team was able to go to the World Series.
- Directed and coordinated a Parade for the City of Keene to welcome back the 12U baseball team to celebrate their 3rd place victory at the World Series.

Philanthropy, Board Member, *Symonds School sau29*

September 2014 – June 2018

- Liaison between SAU29 school district and the family ensuring that each child in need is set up for success while at school and beyond. Work with city, police, DHHS, families, small business and non profits to secure necessary items for childs success. Items such as food, bedding, clothing and such.

Founder/ Speaker, *Empowerment Monthly Seminars*

January 2013 - Present

- Organize and recruit woman from all aspects, backgrounds and ethnicities to join the monthly Empowerment Group to foster new relationships, network, build trust and socialize in a nonjudgmental forum allowing woman of all backgrounds to develop a sense of community, friendship and network to ensure their success while building their courage, character and confidence.

Group Instructor to Female Inmates, *Cheshire County H.O.C*

June 2012 – June 2015

- Empower women through fitness and life coaching to improve their lives and prevent recidivism
- Provide support outside of Jail to help ensure success of each individual by transporting women to meetings, YMCA, church etc.

Incorporator, *Monadnock Family Services (MFS)*

December 2016 – December 2017

- Provide advocacy to children and family members within our MFS providing advocacy and community engagement ensuring that the family and child have inclusion within the community.

AWARDS:

Director of the Year | Most Valuable Employee of the Year | Most Improved Director of the Year

EDUCATION AND CERTIFICATIONS:

BS, Organizational Management, Human Resources
Associates Degree in Human Services
Commitment Based Selling, Action Selling Certificate
Certification in Life Coaching
Personal Trainer, Group Instructor

Southern New Hampshire University
Hesser College
Sandler Training
Kaplan University
Aerobics, Fitness Association; NETA, AFFA

Melissa Callender

WORK EXPERIENCE

Director of Community Relations

Monadnock Peer Support - Keene, NH – November 2021 to Present

Center tours, marketing and advertising including social media, newspaper ads, flyers and other local outreach, file maintenance/data entry, designing PDF's, maintaining the member list, call log, birthday calendar, sending out member birthday cards, management of on-site gym, teaching classes in gym on site, equipment tours in the gym, coordinating member appreciation days as well as public open houses, answering calls and making outreach calls, website development and management, coordinating charitable events, business networking, preparing meeting agendas and meeting minutes and training of programming staff as needed

Club Manager

Option 1 Fitness - Keene, NH - January 2016 to Present

Club tours, fitness assessments, marketing including social media, newspaper ads, radio ads (new), flyers and other local outreach, processing internal payroll, file maintenance/data entry, scheduling for staff, Preparing contracts for new members, reviewing contracts filled out by other employees, supervising a staff of 7, designing PDF's, running tanning bed, coordinating facility maintenance, collections for past due memberships and working with lawyer to collect when necessary, coordinating member appreciation nights as well as public open houses and health fairs, customer service calls and new member follow ups, website development and management, coordinating charitable donation events such as giving tree for MCVF, non-perishables for the Community Kitchen and raffles to raise funds for many local non-profits, office administration, business networking, preparing meeting agendas and meeting minutes

Owner, Photographer

Melissa Callender Photography - Richmond, NH - June 2016 to Present

Photographing weddings, maternity photos, milestone photos, engagement photos, family photos, real estate photos and much more! Editing using Photoshop. Marketing my business via social media marketing as well as designing and distributing print marketing materials. Website development and management.

Banquet Manager / Office Administrator

The Marlborough House/Stark Production Group/Radial Park - Marlborough, NH – January 2020 to December 2020

Facility tours, making sure events run smoothly and that guests and clients are well cared for and the event goes off without any issues, management of social media, website development and management, email and written correspondences, office administration, preparing and sending proposals to clients, editing menus and print materials, advertising, networking, attending bridal expos, running payments, mail sorting, scanning and sending to the accountant, booking talent and live events, managing the organization of the office, ordering supplies, close communication with owner and in general being his eyes and hands when he is not able to be on site. Opening online box office from the ground up, PR for events at Broadway at the Drive In

Server, Bartender, Banquet Server and Restaurant Manager

Papagallos - Keene, NH - July 2010 to February 2016

Served guests, kept own bank, made cocktails, Made salads for banquets as well as plated desserts and appetizers, set up and lead banquets, side work, when I took over as the Restaurant Manager, I took over managing a staff of about 25, booked all banquets, prepared floor plans for banquets, prepared schedule for the Front of House as well as for the banquet staff, Hiring, Firing, social media promotion, file maintenance, end of shifts I had each employee closing out with me and made sure all numbers matched, and collected cash.

Dining Room Supervisor/Banquet Coordinator

Pleasant View Retirement - Concord, NH - September 2007 to September 2009

Supervised a staff of 12, prepared the schedule, prepared spreadsheets to document residents' meals, scheduled, set up and ran banquets, corporate meetings and retirement community events, ordered office and party supplies, hiring and firing, implemented rules of conduct and defined worker expectations, designed print materials for marketing

Education

Keene State College, Certified Life Coach, 2021-present

UNH, Manchester, Small Business Management, 2000-2002

CPR/AED & First Aid, American Red Cross

ACE Fitness Certified Personal Trainer

ACE Fitness Certified Group Fitness Instructor

ACE Fitness Certified Health Coach

ACE Fitness Youth Fitness Specialist

ACE Fitness Weight Management Specialist

JUSTIN YATES CROCKETT

MONADNOCK PEER SUPPORT AGENCY
32 Washington St Keene, NH

Residential Coordinator

- Assist in peer support activities related to overnight guests, one to one peer support, and, when appropriate, engage in outreach
- Welcome visitors and guests in person or on the telephone
- Handle conflict, complaint, or incident using the principles of Intentional Peer Support
- Provide the supervisor with copies of any and all action taken relative to issues of conflict, complaint, or incident that occurs on shift
- Maintains safe and clean respite guest rooms during check out
- Ensure knowledge of guest movements in and out of organization
- Monitor guest access and maintain security awareness
- Provide general administrative and clerical support

STARBUCKS COFFEE
474 Woodward Street Newton, Massachusetts

PHOENIX HOUSE
Roxbury Street Keene, New Hampshire

Certifications

CERTIFIED RECOVERY COACH (January 2016)
CERTIFIED in CPR (August 2019)
INTENTIONAL PEER SUPPORT
WELLNESS RECOVERY ACTION PLAN FACILITATOR

Education

COMMONWEALTH SCHOOL
151 Commonwealth Avenue Boston, Massachusetts
(INDEPENDENT SCHOOL Grades 9 through 12)
HIGH SCHOOL DIPLOMA

UNIVERSITY OF VERMONT
Burlington, VT
ONE and a HALF YEARS COMPLETED

ZACHARY LOPEZ

SUMMARY

An ambitious and results-driven individual with strong academic credentials, double majored at Holyoke Community College in Forensic Science and Psychology, combined with "real world" experience and a diverse background of extracurricular activities and interests. Possesses strong leadership skills along with the ability to deal creatively and practically with a problem/issue and interact effectively with colleagues and clients. With 6+ years work experience with a strong ethic and proven ability to work in teams.

EDUCATION

- Ware High School: High School Diploma, 2006
- Holyoke Community College: Double Associates, Forensic Science (2016) and Psychology (2017)
- Bay Path University: Bachelor's Degree, Forensic Psychology (2018)

SKILLS

- Dependable/solid independent worker
- Excellent plan comprehension
- Troubleshooting
- customer service skills
- Good at following instructions
- Works well with other individuals/groups, team player
- Computer literate
- Good, Solid written/verbal communication skills
- Strong interpersonal skills
- Strong work m
- Good at establishing goals and setting priorities
- Manual labor skills

- Valid Driver's License

AWARDS AND ACKNOWLEDGEMENTS

- National Defense Service Medal
- Global War on Terrorism Service Medal
- Iraq Campaign Medal w/ Campaign Star
- Army Service Ribbon
- Overseas Service Ribbon
- Armed Forces Reserve Medal w/ M Device
- Combat Action Badge
- Certificate of Completion, Founding Member of the RISE-UP Program
- Certificate of Attendance: Through Her Eyes Girls Conference

EXPERIENCE

United States Army National Guard:

233 West Street, Ware MA, 01082 (413) 967-5020

Military Police: Specialist/E-4

April 07, 2007 to April 10, 2015

- Gunner/Driver
- Mounted and Dismounted Security
- Contraband Search of Rooms, Vehicles, and Individuals themselves
- Check Points
- Writing of Reports and Witness Statements
- Patrolling, on Base
- Radio Communications
- Weapon Training

Pride Stores:

445 Russel Street, Hadley, MA, 01035 (413) 253-7905

Lead Cashier

March 2012 to October 2013

- Counted and verified in-coming orders to ensure accuracy.
- Ensured customer satisfaction by providing the highest quality of products by ensuring all store items were properly dated and in-stock.
- Responsible for promoting safe and clean working environment.
- Unloaded incoming inventory and placed products onto shelves.
- Reviewed work orders and communicated with prior shift to assess work needs for the day.

Worked overtime, including evenings and weekends, to respond to emergencies and staffing issues.

Brattleboro Retreat:

1 Anna Marsh Lane, Brattleboro, VT 05301 (802) 257-7785

Group Facilitator and Mental Health Worker

- Facilitated groups of 1-18 adolescents.
- Groups consisted of Dialectical Behavioral Therapy skills, and fun activities.
- Interacted with children between ages 6-12, adolescents 12-18, and adults ranging from 35-55 who suffer from behavioral and mental disorders.
- Participated in holds, leader of holds, and deescalated crisis situations.
- Checked Pts' rooms for contraband
- Contraband Pts' clothing and other items brought in.
- Other duties including one to one observations, fifteen minute checks, and staffing groups.

Additional Experience:

- Security/Relief Personnel: Pack the Backpack for Back to School Event, August 26, 2017, Holyoke, MA.
- CHD Conference: Through Her Eyes Girls Conference, October 27, 2017, Springfield, MA.
- Founding Member of the RISE-UP Program: Resiliency, Integration, Self-Awareness, and Empowerment with Unlimited Possibilities, 11/14/17-12/05/17, Bay Path University, Longmeadow, MA.

SHAWN MAGUIRE

[REDACTED]
[REDACTED]
[REDACTED]

EXPERIENCE

MARCH 2022 - PRESENT

DIRECTOR OF PEER RELATIONS

MONADNOCK AREA PEER SUPPORT AGENCY, KEENE, NH

- Maintain a schedule of programs including groups, special events, and social and recreational activities
- Maintain group guidelines and descriptions
- Coordinate monthly educational events on Rights Protection, Peer Advocacy, Recovery, Wellness Management, and Community Resources, as required by HeM 402.06
- Ensure continuous improvement in programming by regularly evaluating participation
- Create and distribute a feedback survey to gather member satisfaction and thoughts about programming
- Collaborate with the Director of Community relations to ensure all groups, events, and deadlines are marketed well and that the monthly newsletter and calendars are accurate
- Facilitate check-in, check-out, regularly assigned groups, and serve as alternate when a substitute is needed
- Plan and facilitate monthly community meeting
- Manage the Community Garden
- Create Group Facilitator schedules and oversee time tracking
- Oversee completion of facilitator logs
- Meet with, confer, and discuss performance evaluations with program staff
- Hold weekly program staff meetings
- Cultivate mutually supportive relationships and handle conflict, complaint, or incidents using the tasks and principles of Intentional Peer Support
- Periodically check in with members who are not in attendance at the center
- Assist in peer support activities related to guests and members and support them in achieving self-identified goals
- Engage in one-to-one peer support, and, when appropriate, engage in outreach and advocacy

JULY 2021- MARCH 2022

CERTIFIED RECOVERY SUPPORT WORKER

MONADNOCK FAMILY SERVICES, KEENE, NH

- Provided direct support services in the community to MSAS clients, with the intention of supporting the individual to achieve/maintain abstinence from substance use,
- Aided in stabilizing living/housing needs
- Provided necessary supports to prevent illness exacerbation
- Introduced clients to resources and provided technical assistance in applying for programs
- Assured safety and appropriate treatment for clients in the community

SEPTEMBER 2020- JULY 2021
RECOVERY SUPPORT SPECIALIST
LIVE FREE RECOVERY SERVICES, LLC

- Facilitated support groups
 - Supervised all operations of the house
 - Provided peer support to residents
-

EDUCATION AND CERTIFICATION

NOVEMBER 2021

HEARTSAVER FIRST AID CPR AED PROGRAM

American Heart Association card# 216017321184 expires 11/2023

SEPTEMBER 2021

CERTIFIED RECOVERY SUPPORT WORKER, FRANKLIN PIERCE UNIVERSITY, RINDGE, NH

CRSW license# 0372 expires 6/30/2023 listed with State of New Hampshire Board of Licensing for Alcohol and other Drug Use Professionals

JUNE 2020

GED ISSUED BY OFFICIAL GED CENTERS OF THE GENERAL EDUCATION DEVELOPMENT TESTING SERVICE OF THE AMERICAN COUNCIL ON EDUCATION

Second Start Concord, NH

SEPTEMBER 2019

CERTIFICATE FOR HIV AND OTHER TRANSFERRABLE DISEASES FOR RECOVERY COACHES

Presented by Reality Check and Harbor Homes in Rindge, NH

AUGUST 2019

CERTIFICATE FOR CCAR RECOVERY COACH ACADEMY

Presented by Reality Check in Rindge, NH

JULY 2019

CERTIFICATE FOR SUICIDE PREVENTION FOR RECOVERY COACHES

Presented by Reality Check in Rindge, NH

JULY 2019

CERTIFICATE FOR MOTIVATIONAL INTERVIEWING

Presented by Reality Check in Rindge, NH

SKILLS

- Lived experience
- Group Facilitating
- Compassion
- Empathy
- Moving Towards

ACTIVITIES

Greater Keene Homeless Coalition, former Board Member of Keene Serenity Center, Volunteerism with Community Partners.

Karen Ricci (Carrien)



EDUCATION

Bachelor of Arts in History (Specialization in American History) May 2017
Minor in Writing GPA: 3.22
Keene State College, Keene, NH

EXPERIENCE

Director of Operations, Monadnock Area Peer Support Agency, Keene, NH 2019-Present

- Select candidates for Respite and Step-Up/Step-Down programs
- Set and monitor goals of Step-Up/Step-Down residents
- Maintain relationships with referral sources for Respite and Step-Up/Step-Down residents
- Establish and enforce residential rules and a chore schedule
- Assist in peer support activities related to guests and members; support residents in achieving self-identified goals
- Cultivate mutually supportive relationships and handle conflict, complaint, or incidents using the tasks and principles of Intentional Peer Support
- Manage Residential Staff, Floor Staff, and House Mom selection, scheduling, and performance management
- Delegate Community Kitchen runs and Maintenance of Marla's Cabinet
- Maintain and submit Statistics for the Bureau of Behavioral Health
- Approve Timesheets and Process Payroll
- Type and distribute All Staff meeting minutes

Program Assistant II, Brattleboro Retreat, Brattleboro, VT 2017- 2019

- Organize and maintain patient charts and paperwork
- Facilitate communication between parents and their children as well as doctors and social workers
- Order, stock, and organize supplies to facilitate program development

Presentation Team Member, Target, Keene, NH May 2017-November 2017

- Set sections of the store for seasonal change, product placement, and new product both independently and as a team
- Aid guests by answering questions and pulling items while providing fast and friendly service
- cross train in cashiering and soft lines work centers

Mentor/Tutor, TRIO Upward Bound Program, Keene State College, Keene, NH

June-August 2017

- Tutor teenagers ages 15-18 in English-related material both in one-on-one and group meetings
- Support management in developing and implementing policies and procedures
- Designed programs and educational clubs for large and small groups of students

Tour Guide, Historical Society of Cheshire County, Keene, NH

June-August 2016

- Educated the public on early colonial tavern culture, and adjusted presentations based on the interests, size, and age of groups
- Transcribed and analyzed an 1800's account book into Microsoft Excel and Word
- Assisted in the measuring, photographing, and archiving of various objects for the collection of the Historical Society of Cheshire County
- Oversaw the monetary exchanges of the shop inside the museum as well as during other events

Student Technology Assistant, Office of Disability Services, Keene State College, Keene, NH

2014-2017

- Greet students at the front desk and assist with scheduling appointments and other student needs
- Train students in the use of assistive technology to facilitate their learning
- Write technical guides for utilizing advanced assistive technology programs such as ABBYY, Echo Livescribe Pen, Read and Write Gold

SKILLS

- Proficient in assistive technology applications as well as Microsoft Word, Excel, and Power Point
- Strong writing, spelling, and editing skills
- Great attention to detail and organization
- Ability to multitask and operate in stressful conditions
- Excellent customer service skills
- Supervisory experience
- Conflict Resolution and Relationship Building skills

LISA A. STEADMAN

WORK EXPERIENCE

Monadnock Area Peer Support Agency; Keene, NH: *MPS is the Peer Support Agency serving individuals with mental health concerns in the Monadnock Region. www.monadnockpsa.org*
Director of Agency Relations
November 2021- Present

RESPONSIBILITIES:

- Monitor agency compliance with all contractual obligations, city ordinances, pertinent Department of Health and Human Services rules, State RSAs, and Federal guidelines
- Facilitate DHHS QA audits and financial audits
- Identify funding sources, write grants and submit subsequent fulfillment documentation
- Enroll organization in corporate giving and discount programs
- Maintain proof of nonprofit status and submit eligibility with funders and suppliers
- Manage agency insurance and benefits contracts
- Maintain keys and key receipts
- Maintain petty cash and petty cash log
- Record Annual Budget and subsequent line-item transfers as directed by Executive Director
- Monitor monthly budget and alert Executive Director when lines differ significantly from plan
- Ensure that transactions are recorded appropriately in budget lines
- Maintain and ensure adherence to the organization's Accounting Policies and Procedures Manual
- New-hire onboarding organization-wide including setting up defensive driving courses and collecting information for submission of I-9 and background checks
- Maintain job descriptions and Organizational Chart
- Maintain the Employee Handbook and Bylaws
- Develop and propose policies and procedures that increase organizational efficiency
- Negotiate contracts with vendors including, but not limited to utilities, office machines, cleaning services, telecommunications, building maintenance, office supplies, software and hardware
- Assist colleagues with technology issues
- Act as Technical Admin for Google Workspace and Office 365
- Order office supplies, maintenance supplies, and office technologies
- Act as an advocate and legislative liaison for issues relevant to MPS, as defined by the membership
- Collaborate with government bodies, PSAs, peers, and representatives of the non-profit agencies to advocate for policies that address the issues of MPS constituents

Kapiloff Insurance Agency; Keene, NH: *Kapiloff is a provider of personal and commercial insurances and financial products. www.kapiloff.com*
Independent Contractor P&C Sales
December 2022- Present

RESPONSIBILITIES:

- Market Kapiloff products (personal and commercial insurances) to individuals in the states of NH, VT, and NH
- Recommend coverage, quote and bind insurance policies
- Provide support to insurance customers requesting policy changes and billing assistance
- Maintain Licensure

Talon RS, LLC; Marlborough, NH / AD Jennings Insurance; Winchester, NH: *Talon Financial Group purchased the Archie D Jennings Insurance Agency in 2021. Archie Jennings is a provider of personal and small business insurances. <https://talonrs.com/>*
Managing Producer
February 2020- November 2022

RESPONSIBILITIES:

- Market AD Jennings Insurance products (personal and commercial insurances) to individuals in the states of NH, VT, and NH
- Recommend coverage, quote and bind insurance policies
- Provide support to insurance customers requesting policy changes and billing assistance
- Implement a new quoting platform and CRM
- Maintain Licensure

ACCOMPLISHMENTS:

- Generated 300 policies and \$290,000 in direct written premium in 22 months
- Top producer in the agency
- Move the agency toward a paperless model
- Expanded Jennings insurance carrier panel
- Recipient of Reader's Choice Awards in 2020 and 2021

Liberty Mutual Insurance; Keene, NH: *Liberty Mutual is an international insurance carrier; <https://www.libertymutual.com/>*

Sales Representative

May 2009- February 2020

RESPONSIBILITIES:

- Market Liberty Mutual Insurance products to individuals in the states of NH and VT
- Recommend coverage, quote and bind insurance policies
- Provide support to insurance customers requesting policy changes and billing assistance
- Maintain Licensure
- Train incoming staff
- Develop relationships with local employers and offer insurance discount benefits to their employees
- Teach insurance basics at driver education classes

ACCOMPLISHMENTS:

- Maintained a production rate of approximately 4.5 policies per week in personal lines and life
- Trained over a dozen new representatives
- Recipient of Reader's Choice Awards in 2015, 2016, 2017, 2018, 2019
- Won several production awards
- Managed over a dozen group accounts consisting of local employers and alumni organizations

MEI Search Consultants, an MRI Network Affiliate Office; Keene, NH: *MEI Search Consultants is an executive search firm placing professionals in the industrial manufacturing, heavy equipment manufacturing, powered equipment, heavy truck, appliance, and consumer durables industries. www.meisearch.net/about/carpenter.htm*

Senior Account Executive/ Team Lead for Supply Chain Recruiting

March 2004- December 2008

RESPONSIBILITIES:

- Market MEI services to identified target businesses in specific industry cones with the goal of generating maximum placement revenue. This required many on-site client visits across the country
- Identify and cultivate new clients, most of which are in the Fortune 500, and maintain collaborative relationships in order to earn their repeat business
- Negotiate terms of business and legal contracts with individual clients
- Apply superior customer service skills in support of up to 20 active clients and/or job orders simultaneously by fulfilling hiring needs, assisting in creation of job descriptions, and making recommendations for improvements to work methods or procedures where appropriate
- Create and lead the Supply chain recruiting practice placing sourcing, materials, and logistics personnel by performing strategic planning and research for each search assignment
- Track and prioritize job openings in order to plan recruiting time with maximum impact and efficiently assign and prioritize research and data input activities for support staff
- Select and manage Project Coordinator employed to support recruiting tasks while I focus on marketing MEI services, arranging interviews, progressing candidates, and closing by leading candidates and hiring authorities through the placement process up to and including management of compensation negotiation
- Build professional networks and relationships and interact at Executive, Director, and Management levels of major corporations in the fields of client's market focus
- Identify, interview, qualify, and present candidates according to position specifications for searches on retained, engaged exclusive and contingency basis
- Arrange interview times, provide information about facilities, arrange for transportation or accommodations and gather pertinent feedback following employment interviews
- Read industry publications and attend trade shows or training seminars as necessary, about once per quarter. Also responsible for compiling industry and trade news and sharing such with all other employees
- Other duties include utilizing investigative techniques in locating identified hard-to-find contacts as potential candidates or hiring authorities; publicizing job openings via internet postings, networking, and cold recruiting; overseeing candidate relocation via cost of living studies, school reports, and community living information when necessary; explaining rules, policies or regulations to interviewees; performing reference and background checks; learning and applying Government labor or employment regulations

ACCOMPLISHMENTS:

- Widely recognized as the top US recruiter for mid-level Supply Chain professionals in the equipment manufacturing industry
- Generated revenue of over 1 Million with an average placement fee of \$18,000
- Responsible for over half of all MEI placements since its inception in 2000, with 63 placements in mid- to upper-level alignment in organizations by averaging over one placement per month throughout 57 month tenure with MEI Search Consultants
- Top revenue generator for three years in a row
- Cultivated, from the ground up, several repeat-business key accounts that brought MEI significant revenue. Top 5 accounts earning 116k over 7 placements, 102k over 9 placements, \$89k over 4 placements, \$84.5k over 5 placements, and \$75k revenue over 5 placements. Also billed over \$190,000 with a single key client already in existence in a two year span
- Recipient of 2006 and 2007 Pacesetter Award trips to Hawaii and Riviera Maya. Pacesetter is an honor reserved for the top 3-5% of 5000+ MRI Network recruiters in over 1000 offices worldwide
- Achieved rank of #2 in Monthly Cash In or Billings in the nation among MRI Network recruiters monthly rankings twice; ranked within top ten multiple times
- Recommended as featured speaker for APEX, which is a training forum for recruiters nationwide. Also one of two protégées chosen in 1st year of tenure to study under top billers in the MRI Network system
- Over 500 LinkedIn (professional networking system) connections to solid networking partners with whom I have had live (email/phone) communications
- Recommended for CSAM training to become a Certified Senior Account Manager
- Demonstrated significant dedication to my employer by achieving longest tenure for any MEI employee in its history; developing tracking and commission verification procedures that are utilized by all of MEI; training other Account Executives to bring significant additional revenue to MEI; and investing substantial energy in successfully transitioning my complex workload upon separation

JPMorgan Chase & Co., Wilmington, DE: JPMorgan www.jpmorganchase.com/

Operations Analyst Senior (November 2001-March 2004); Bank One Card Services Cross Sell Marketing Department
May 2001- March 2004

- Provide operational support and input in support of new and existing value-added third-party product lines
- Develop and maintain New Partner Integration procedures that introduce vendors to all operational aspects of marketing with Bank One: meeting vendor security guidelines; processing leads; billing via direct bill or Paymentech; encryption and related privacy regulations; and processing of cardmember enrollment, cancellation and refund requests
- Lead weekly conference calls to manage operational relationships with external vendors to including Life, Health, AD&D, and Per Insurance Providers, Merchandise and Club Membership service providers, and payment processor, Paymentech of Salem, NH
- Draft detailed statements of business need, concept documents, process flows, stakeholder impact documentation, Business Requirements, and high-level project plans for Cross Sell Marketing initiatives including three \$3MM+ 5-yr NPV vendor support projects (Validation System, Chargeback reduction, creation of Commission Verification process via card member enrollment data)
- Process engineer and process owner accountable for retaining Cross Sell Marketing's \$100MM annual PTP by preventing product enrollee attrition by supervising and prioritizing implementation of scheduled technical upgrade releases for billing applications
- Develop and maintain weekly reports outlining key indicators for all aspects of Cross Sell Marketing performance for management and executive review
- Cross Sell Marketing Liaison for internal teams: Marketing Product Managers, Settlement, Marketing IS, List Management, Internal Audit, File Transfer Support. Also liaison for core processor conversion from First Data Corp. (FDR) to Total Systems (TSYS)

Production Coordinator; Bank One Card Services Graphics Production Services Department (May 2001-November 2001 via Randstad)

- Oversaw tracking and routing of direct mail articles or 'cells' through Graphic Production Services
- Managed production of Cardmember Agreements
- Cooperated with other teams to improve workflow procedures and design efficient procedures
- Interacted with print vendors: collected documents such as 3602's; created Mail Verification Reports, tracked purchase orders, and proofed bluelines and laser customization of direct mail cells

AIG- American International Group; Chadds Ford, PA www.aigcorporate.com/corpsite/

Human Resources Assistant

January 2001-May 2001

- Participated in job fairs and interview scheduling
- Developed strategy for promoting job openings and stimulating candidate interest
- Maintained applicant database and confidential employee files
- Administered typing tests
- Prepared new hire packets, offer letters, and decline letters
- Monitored completion of employee on-boarding documentation such as I-9 and W-4, Direct Deposit, Code of Conduct, Non-Compete, Confidentiality Agreements, and Benefits Enrollment

Betterment Organization of Mansfield (B.O.O.M.), Mansfield Chamber of Commerce; Mansfield, PA www.mansfield.org/about.php

Internship- Liaison to the Student Body

August 2000-December 2000

Faculty Supervisor: Abe Ghodes, Marketing Professor

B.O.O.M. Supervisor: Thomas Freeman, Chairman, Betterment Organization of Mansfield

- Developed, oversaw, and analyzed surveys gauging college community opinion on availability of services in the Mansfield area

- Collected data on appeal of the community to new businesses and capacity for new commerce in the area
- Prepared a detailed portfolio of all findings and presented, with recommendations on a future course of action, to University officials and B.O.O.M. Board of Directors. Published all findings at the Chamber of Commerce

ADDITIONAL EXPERIENCE

- **Cable Connections of VT- Fiber-Optic Install Scheduler:** Winter 2008-Spring 2009
- **Monadnock Speedway- Handicapper:** summers 2006 and 2007 www.monadnockspeedway.com
- **Brookville Wood Products Brookville, PA- Develop marketing plan for BWP Bats product line:** 2002 www.bwpbats.com
- **Independent Coffee Sales- Stimulate demand for Juan Ana Café de Guatemala:** 2000-2001 www.juananacoffee.com
- **Maya Indians, Guatemala – Two month term of Volunteer Service:** Summer 2000 www.sanhucasmision.com/proyectos%20todos.asp
- **Rod C. Kelchner Physical Fitness Center- Building Staff:** 1/2000-6/2000 and 8/2000-12/2000
- **Camp Susque- counselor, head cook, support staff, instructor for drama/pottery/rocketry/swimming:** 6/1999- 12/2000
- **Mansfield University Provost's Office- Work-Study Assistant to the Provost** 8/1998- 12/2000
- **Northlake Surgical Center- Administrative Assistant:** Summer 1998 (also exposed to CPT and ICD9 coding)

EDUCATION

Mansfield University of Pennsylvania; Mansfield, PA

Bachelor of Science in Business Administration; Concentrations in Marketing, International Business, Management

August 1997- December 2000

GPA: 3.66/4.0 Magna Cum Laude

HONORS/ACHIEVEMENTS:

- GPA: 3.66/4.0 Magna Cum Laude; Achieved 4.0 Fall 1999, Spring 2000, Fall 2000
- Triple-concentration degree in seven semesters
- Graduated in the Honors Program by completing required honors-level coursework
- Hartly B. Dean, and Dr. Stuart M. Davis Scholarship recipient
- Funded education by working up three part-time positions simultaneously (Recreation Center, Work Study and Camp Staff)

TRAINING AND LICENSURE

- **Property & Casualty, Life, Accident or Health & Sickness** Licensed in NH, VT, and MA in NPN: 14006507
- **The Academy for Good Governance NH Municipal Association;** October 2020 graduate
- **Grant Writing Program** River Valley Community College; October 2020 graduate
- **Policy Partners for Developmental Disabilities System Advocacy** Community Crossroads; March 2018 graduate
- **PIC Volunteer Advocate for Special Education** 2016 graduate
- **NH Leadership Series Mentee** NH Institute on Disability/UCED September 2016- May 2017
- **NH Leadership Series** NH Institute on Disability/UCED May 2016 graduate
- **Advanced Sales Negotiations,** Acclivus Training; Boston, MA 6/2005 three-day workshop
- **Negotiations for the Purchasing Professional,** Moshe Cohen of The Negotiating Table; Manchester, NH 11/2008
- **Institute for Supply Management (I.S.M.)** Member; NAPM NH Chapter; 2005-2009

VOLUNTEERING AND BOARD MEMBERSHIP

- **Town of Troy Broadband Committee Chair** October 2020-Present
- **Monadnock Family Council Member (Currently Chairperson)** December 2015-Present
- **NH Down Syndrome Association Education Committee** November 2011-January 2015
- **Rise for Baby and Family Board of Directors (Currently Board President)** October 2014-Present
- **Greater Monadnock Society for Human Resource Managers Membership Committee** 2014-2017
- **Monadnock Regional School District; Elected School Board (Chair 2017-2020, presently vice-chair)** September 2009-Present
- **Samuel E Paul Recreation Center Comitée** Co-Chair 2009-2011
- **Troy Recreation Committee** Chair 2009-2012
- **Troy/Fitzwilliam Recreation League Soccer Coach** 2006-2008, Program Administrator 2008
- **Betterment Organization of Mansfield, PA** Board of Directors: 1998-2001
- **Mansfield University Student Government Association** Vice-president, Treasurer, Senator; also P.R. and Elections committees chair 1997-2000 and 1999-2000 respectively
- **College Community Services, Inc.** Board of Directors 1997-2000
- **Mansfield University Committee on Finance** Board Member 1997-1999

SKILLS

- Edward de Bono's Six Thinking Hats Trainer
- Intermediate Conversational Spanish Language

- Expert User of Microsoft Word, Excel, Access, PowerPoint, Outlook, Visio, Project, Adobe Acrobat and Photoshop

INTERESTS

- Disabilities Rights and Special Education
- Well-traveled with visits to over 20 countries in Europe, Asia, and Central America. Valid US Passport holder
- Intermediate MMA (Brazilian Jiu-Jitsu and Kickboxing) Student
- Certified SCUBA diver

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary Amount Paid from this Contract
Andy Allen	Residential Team Leader	21250
Christine Allen	Executive Director	38000
Melissa Callender	Director of Community Relations	25000
Justin Crockett	Residential Coordinator	9880
Zachary Lopez	Residential Coordinator	9880
Shawn Maguire	Director of Peer Relations	20800
Karen Ricci	Director of Operations	25000
Lisa Steadman	Director of Agency Relations	25000

Subject: Recovery Oriented Step-Up Step-Down Programs (RFA-2023-BMHS-02-RECOV-04)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name On the Road to Recovery, Inc. dba On the Road to Wellness		1.4 Contractor Address 377 S Willow St Suite B2-4 Manchester, NH 03103	
1.5 Contractor Phone Number 603-623-4523	1.6 Account Number 010-092-4117-102-0731 92204117	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$800,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: kyle Winston Date: 6/2/2022		1.12 Name and Title of Contractor Signatory kyle winston Board president	
1.13 State Agency Signature DocuSigned by: katja S. Fox Date: 6/3/2022		1.14 Name and Title of State Agency Signatory katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Robyn Guanno</u> On: 6/3/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

Date 6/2/2022

blw

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials 
Date 6/2/2022

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 or upon Governor and Executive Council approval, whichever is later ("Effective Date").
 - 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide a Recovery Oriented Step-Up Step-Down program in this Agreement to individuals 18 years of age or older, with long term and/or severe mental illness, as defined in NH RSA 135-C:2 X.
- 1.2. The Contractor shall ensure services are physically located in NH Mental Health Region 7, and are available to individuals statewide, regardless of an individual's insurance coverage, residence or place of employment.
- 1.3. For the purposes of this Agreement, all references to days shall mean consecutive calendar days, excluding state and federal holidays, unless otherwise denoted as business days.
- 1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.5. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider, the information or records will be subject to all safeguards of 42 CFR Part 2.
- 1.6. The Contractor shall operate a three (3) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.6.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.6.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.6.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
- 1.7. The Contractor shall ensure Recovery Oriented Step-Up Step-Down programs are:
 - 1.7.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
 - 1.7.2. At a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval by the Governor and Executive Council.
- 1.8. The Contractor shall ensure the Recovery Oriented Step-Up Step-Down program maintains:



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- 1.8.1. A specific sleeping area designated for each individual, ensuring common areas are not used as bedrooms.
- 1.8.2. A minimum of one (1) bathroom with a sink, toilet, and shower.
- 1.8.3. Storage space for each individual's clothing and personal possessions.
- 1.8.4. A kitchen area for the individual(s) to store and prepare meals.
- 1.8.5. A minimum of one (1) telephone for incoming and outgoing calls.
- 1.9. The Contractor shall ensure Recovery Oriented Step-Up Step-Down program include, but are not limited to:
 - 1.9.1. Program(s) that are voluntary admission, short term, with overnight peer support services.
 - 1.9.2. Non-clinical peer supports, which includes access to a 24 hour staff.
 - 1.9.3. Policies that establish a 90 day maximum stay limit per individual, per episode.
 - 1.9.4. Programs staffed by peer support specialists as defined in NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the State Peer Support Specialist certification exam within 12 months of employment.
 - 1.9.5. Coordination with outpatient community-based clinical treatment providers.
- 1.10. The Contractor shall utilize the Intentional Peer Support (IPS) or another Substance Abuse and Mental Health Services Administration (SAMHSA) recognized mental health peer support model to facilitate recovery and wellness with individuals in the Recovery Oriented Step-Up Step-Down program. The Contractor shall ensure:
 - 1.10.1. Programs operate in accordance with SAMHSA Core Competencies for Peer Support Workers in a behavioral health system;
 - 1.10.2. Individuals are referred to other community-based service providers, as appropriate, to ensure:
 - 1.10.2.1. Individuals are connected to community providers, programs, and applicable services; and
 - 1.10.2.2. Whole-health needs of each individual are met.
 - 1.10.3. Programs utilize a statewide referral form approved by the Department;
 - 1.10.4. Programs adhere to a standardized Department-approved admission criteria that includes, but is not limited to, serving individuals who

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- 1.10.4.1. Are at least 18 years of age.
- 1.10.4.2. Are residents of the State of New Hampshire.
- 1.10.4.3. Self-identify as being in psychiatric distress.
- 1.10.4.4. Express a willingness to engage in daily services and wellness activities.
- 1.10.4.5. Self-administer medication, if applicable, or receive medication from a community provider or clinician off-site.
- 1.10.5. Referrals for individuals utilizing the program as a Step-Up are accepted if submitted through:
 - 1.10.5.1. Community mental health centers or providers;
 - 1.10.5.2. Mobile Crisis/ Rapid Response Teams;
 - 1.10.5.3. NH Rapid Response Access Point;
 - 1.10.5.4. Peer Support Agencies; or
 - 1.10.5.5. Other entities, as approved by the Department.
- 1.10.6. Referrals for individuals utilizing the program as a Step-Down are accepted if submitted through:
 - 1.10.6.1. New Hampshire Hospital;
 - 1.10.6.2. Designated Receiving Facilities;
 - 1.10.6.3. Mobile Crisis/ Rapid Response Teams;
 - 1.10.6.4. Community mental health centers or providers;
 - 1.10.6.5. Hospitals; or
 - 1.10.6.6. Other entities, as approved by the Department.
- 1.10.7. Programs are staffed and operated by a minimum of one (1) Certified Peer Support Specialist with lived experience with mental illness, 24 hours per day when participants are in the program.
- 1.10.8. Programs support recovery and resiliency through interventions and services; or connections to services, which include, but are not limited to:
 - 1.10.8.1. Facilitating connections to natural supports, defined as relationships that occur in everyday life, which may include, but are not limited to:
 - 1.10.8.1.1. Family.
 - 1.10.8.1.2. Friends.
 - 1.10.8.1.3. Neighbors.

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- 1.10.8.1.4. Coworkers.
- 1.10.8.1.5. Peer support networks when transitioning back to their communities.
- 1.10.8.2. Developing and supporting individual discharge plans.
- 1.10.8.3. Providing access to a minimum of one (1) SAMHSA-recognized peer support model that emphasizes physical, psychological, and emotional safety and focuses on individual strengths as a method to rebuild a sense of control and empowerment.
- 1.10.8.4. Providing opportunities for engagement in structured daily activities while participating in the program.
- 1.10.8.5. Developing individualized safety and wellness plans that support person-centered recovery goals, which may include Wellness Recovery Action Plans (WRAP).
- 1.10.9. Programs support connections to current clinical treatment teams by allowing visits and meetings with individuals at the program site and collaborate with current service providers by establishing memoranda of understanding, communication protocols and sharing of care plans with written consent where appropriate.
- 1.10.10. Programs support individuals with maintaining participation in academic coursework and/or employment.
- 1.11. The Contractor shall assist individuals without established service providers to obtain a variety of supports that include, but are not limited to:
 - 1.11.1. Referring individuals to Department supports for benefits that may include, but are not limited to:
 - 1.11.1.1. Social Security.
 - 1.11.1.2. Food Stamps.
 - 1.11.1.3. Utility assistance.
 - 1.11.2. Assisting individuals with obtaining, completing, and submitting housing applications.
 - 1.11.3. Identifying and connecting participants to resources within the community which may include, but are not limited to:
 - 1.11.3.1. Peer support agencies.
 - 1.11.3.2. Community mental health centers.
 - 1.11.3.3. Faith-based groups.
 - 1.11.3.4. Transportation services.

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- 1.11.3.5. Primary care services.
- 1.11.3.6. Homemaker and personal care services.
- 1.12. The Contractor shall administer a functional assessment of each individual at intake and discharge from the program, as approved by the Department to include, but not be limited to, data identified in Subparagraph 1.51.1.
- 1.13. The Contractor shall develop a referral process with the local community mental health center for individuals who, while in the program, experience a rise in acuity level and require:
 - 1.13.1. A higher level of care; or
 - 1.13.2. An evaluation for hospitalization.
- 1.14. The Contractor shall ensure individual health needs are addressed during the course of their stay.
- 1.15. The Contractor shall maintain a smoke-free environment and provide tobacco intervention services to individuals who are former or current smokers. The Contractor shall ensure:
 - 1.15.1. Former smokers receive appropriate supports that assist with maintaining a non-smoking status; and
 - 1.15.2. Current smokers are offered support with smoking cessation.
- 1.16. The Contractor shall ensure the discharge process includes, but is not limited to:
 - 1.16.1. Conducting discharge planning meetings that actively include individuals receiving services.
 - 1.16.2. Ensuring the first discharge meeting occurs no later than 30 days from the date of the individual's admission.
 - 1.16.3. Ensuring discharge meetings include, but are not limited to, input from:
 - 1.16.3.1. Community mental health centers.
 - 1.16.3.2. Primary care services.
 - 1.16.3.3. Other providers.
 - 1.16.3.4. Natural supports.
 - 1.16.4. Ensuring discharge plans are wellness and recovery oriented and include, but are not limited to, individualized:
 - 1.16.4.1. Emergency contacts.
 - 1.16.4.2. Community support contacts.
 - 1.16.4.3. Updates on presenting problem.

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- 1.16.4.4. Disposition.
- 1.16.4.5. Recovery goals.
- 1.16.4.6. Action steps to transition back into the community.
- 1.17. The Contractor shall enroll individuals in the Recovery Orientated Step-Up Step-Down Program who meet the specifications described in Subparagraphs 1.10.4. through 1.10.6., and:
 - 1.17.1. Who have a desire to work on wellness issues; and
 - 1.17.2. Who have a desire to participate in peer support services.
- 1.18. The Contractor shall ensure the Recovery Orientated Step-Up Step-Down Program Guest application includes, but is not limited to:
 - 1.18.1. The minimum engagement policy.
 - 1.18.2. Suspension of services policy.
 - 1.18.3. Step-Up Step-Down program rules.
 - 1.18.4. Attestation that the individual supports the mission of the Peer Support Agency (PSA).
 - 1.18.5. A maximum 90 day length of stay agreement.
- 1.19. The Contractor shall notify any person who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire Administrative Rule He-C 200.
 - 1.19.1. In any such fair hearing proceeding, the Contractor and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.20. The Contractor shall ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting for the purpose exchanging information as well as supporting and strengthening the statewide Peer Support system.
- 1.21. The Contractor shall meet, at a minimum of two (2) times per year, with other regional community support organizations that serve the same populations, which may include, but are not limited to:
 - 1.21.1. Mental health centers.
 - 1.21.2. Area homeless shelters.
 - 1.21.3. Community action programs.
 - 1.21.4. Housing agencies.
- 1.22. The Contractor shall submit documentation to the Department that demonstrates attendance at the meetings specified in Sections 1.20. through

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- 1.21.4.
- 1.23. The Contractor shall submit a grievance and appeals process to the Department for approval. The Contractor shall ensure the grievance and appeals process includes, but is not limited to:
 - 1.23.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 1.23.1.1. Individual's name.
 - 1.23.1.2. Date of written grievance.
 - 1.23.1.3. Nature and subject of the grievance.
 - 1.23.1.4. A method to submit an anonymous grievance.
 - 1.23.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
 - 1.23.3. A method to track grievances.
 - 1.23.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 1.23.5. An immediate review of the grievance and investigation by the Contractor's director or his or her designee.
 - 1.23.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 1.23.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.24. The Contractor shall ensure its Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.25. The Contractor shall submit a copy of the written decision regarding the grievance to the Department within one (1) day from the written decision.
- 1.26. The Contractor shall participate in quality assurance program reviews and site visits on a schedule provided by the Department. The Contractor agrees that:
 - 1.26.1. All Agreement deliverables, programs, and activities are subject to review; and
 - 1.26.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.27. The Contractor shall participate in quality assurance reviews as follows:
 - 1.27.1. Ensure the Department is provided with access that shall include ^{DEPS} but is not limited to:

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- 1.27.1.1. Data.
 - 1.27.1.2. Financial records.
 - 1.27.1.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.27.1.5. Scheduled phone access to Contractor principals and staff.
- 1.28. The Contractor shall perform monitoring and comprehensive quality and assurance activities including, but not limited to:
- 1.28.1. Participating in bi-annual quality improvement review.
 - 1.28.2. Participating in ongoing monitoring and reporting based on the bi-annual quality assurance review and any corrective action plan submitted in conjunction with the Department and Contractor.
 - 1.28.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
 - 1.28.4. Reviewing personnel files for completeness.
 - 1.28.5. Reviewing the grievance process.
- 1.29. The Contractor shall provide a corrective action plan to the Department within 30 days of notification of noncompliance with Agreement activities, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the Agreement.
- 1.30. The Contractor shall provide all requested audits to the Department no later than November 1 of each State Fiscal Year.
- 1.31. The Contractor shall maintain staffing as specified in this Statement of Work.
- 1.32. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 1.33. The Contractor shall not add, delete, defund, or transfer staff positions among programs without prior written permission from the Department.
- 1.34. The Contractor shall develop a Staffing Contingency Plan for Department approval no later than 30 days from the Agreement effective date, which includes but is not limited to:
- 1.34.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 1.34.2. The description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.

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- 1.34.3. The description of time frames necessary for obtaining staff replacements.
- 1.34.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 1.35. The Contractor shall submit an emergency staffing plan within 30 days of the Agreement effective date that includes, but is not limited to:
 - 1.35.1. Inclement weather notifications for programming and transportation services.
 - 1.35.2. Emergency evacuation plans.
- 1.36. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 1.36.1. Obtain and verify at least two (2) references for the individual;
 - 1.36.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 1.36.3. Complete a criminal records check to ensure that the individual has no history of:
 - 1.36.3.1. Felony conviction; or
 - 1.36.3.2. Any misdemeanor conviction involving:
 - 1.36.3.2.1. Physical or sexual assault;
 - 1.36.3.2.2. Violence;
 - 1.36.3.2.3. Exploitation;
 - 1.36.3.2.4. Child pornography;
 - 1.36.3.2.5. Threatening or reckless conduct;
 - 1.36.3.2.6. Theft;
 - 1.36.3.2.7. Driving under the influence of drugs or alcohol; or
 - 1.36.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
 - 1.36.4. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.
- 1.37. Unless the Contractor requests and obtains a waiver from the Department, the Contractor shall not hire any individual or approve any individual to act as a

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volunteer if:

- 1.37.1. The individual's name is on the BEAS state registry;
 - 1.37.2. The individual has a record of a felony conviction; or
 - 1.37.3. The individual has a record of any misdemeanor conviction as referenced above.
- 1.38. The Contractor shall verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Contractor shall ensure:
- 1.38.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
 - 1.38.2. All staff training shall be in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.05, Staff Training, Staff Development and Orientation.
 - 1.38.3. All staff training shall be in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the state peer support specialist certification exam within 12 months of employment.
 - 1.38.4. All personnel and training records are current and available to the Department, as requested.
- 1.39. The Contractor shall maintain documentation of completed trainings and certifications in staff files.
- 1.40. The Contractor shall ensure suicide prevention training, as approved by the Department, is provided annually to all staff.
- 1.41. The Contractor shall ensure that annual Wellness Training is available to staff.
- 1.42. The Contractor shall provide Intentional Peer Support (IPS) training or another SAMHSA recognized mental health peer support model and its required consultations to meet State Peer Specialist certification.
- 1.43. The Contractor shall ensure all staff, as applicable to their job description, including the Executive Director, participate in trainings, that include, but are not limited to:
- 1.43.1. Staff Development.
 - 1.43.2. Supervision.
 - 1.43.3. Performance Appraisals.
 - 1.43.4. Employment Practices.

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- 1.43.5. Sexual Harassment.
- 1.43.6. Member Rights.
- 1.43.7. Program Development.
- 1.43.8. Grievance and the grievance procedure process.
- 1.43.9. Financial Management.
- 1.43.10. Incident reporting process.
- 1.44. The Contractor shall obtain prior approval by the Department no later than 30 days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 1.45. The Contractor shall ensure comprehensive administrative support for all services provided in this Agreement.
- 1.46. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.47. The Contractor shall participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.48. The Contractor shall facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.48.1. Personnel records.
 - 1.48.2. Financial records.
 - 1.48.3. Program data files.
- 1.49. The Contractor shall ensure staff, including the Executive Director, participate in NH Center for Nonprofit trainings on finance, governance and leadership development as required by the Department.
- 1.50. Reporting
 - 1.50.1. The Contractor shall collect and submit, to the Department, individual data in the format, content, frequency and method, as approved by the Department, that includes, but is not be limited to:
 - 1.50.1.1. Region of origin upon admission.
 - 1.50.1.2. Referral source.
 - 1.50.1.3. Discharge region.
 - 1.50.1.4. Presenting problem upon admission.
 - 1.50.1.5. If admission was diversion from inpatient care (step-up).



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- 1.50.1.6. If admission facilitated a supported transition out of inpatient care (step-down).
- 1.50.1.7. Age.
- 1.50.1.8. Gender.
- 1.50.1.9. Sexual orientation.
- 1.50.1.10. Race and ethnicity.
- 1.50.1.11. Legal status.
- 1.50.1.12. Employment status.
- 1.50.1.13. Individual's housing status upon admission and discharge.
- 1.50.1.14. Discharge reason.
- 1.50.1.15. Length of stay.
- 1.50.1.16. Resource referrals.
- 1.50.1.17. Entry and exit client status indicators that include, but not be limited to, whether the individual:
 - 1.50.1.17.1. Was a Step-Up or Step-Down referral;
 - 1.50.1.17.2. Exited to a higher level of care; or
 - 1.50.1.17.3. Was referred from a higher level of care.
- 1.50.1.18. 90-day follow-up status post program discharge that includes the number of hospital admissions categorized by physical and psychiatric.
- 1.50.2. The Contractor shall provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
 - 1.50.2.1. Accounts Payable that measure the Contractor's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
 - 1.50.2.2. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Contractor's budget executed year-to-date.
 - 1.50.2.3. Revenues equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
 - 1.50.2.4. The Profit and Loss Statements include a budget column allowing for budget-to-actual analysis.

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- 1.50.2.5. Statements are based on the accrual method of accounting and include the Contractor's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this Agreement.
- 1.50.3. The Contractor shall submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
- 1.50.4. The Contractor shall prepare an Annual Report that:
 - 1.50.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.50.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
- 1.50.5. The Contractor shall submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.50.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.50.5.2. Number of bed days;
 - 1.50.5.3. Staffing levels; and
 - 1.50.5.4. Daily provided programming.
- 1.50.6. The Contractor shall submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
- 1.50.7. The Contractor may be required to provide other key data and metrics to the Department, in a format specified by the Department, including client-level demographic, performance, and service data.
- 1.51. Performance Measures
 - 1.51.1. The Contractor shall perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:
 - 1.51.1.1. Meeting 80% minimum occupancy standards annually.
 - 1.51.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
 - 1.51.1.3. Facilitating Step-Down transitions with no more than ~~5%~~^{5%} of

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individuals being readmitted to hospital level care within the 90 day period.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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Services.”

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT B**

costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. 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 items, as specified in Exhibits C-1, Budget through C-2, Budget.
 - 2.1. The Contractor shall provide Exhibit C-1 Budget for each Region, as appropriate, within 20 days of Governor and Executive Council approval of the resulting contract.
 - 2.2. The Contractor shall provide Exhibit C-2 Budget for each Region, as appropriate, within 20 days of the beginning of State Fiscal Year 2023.
3. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Grantee shall submit annual financial audits performed by an independent CPA to the Department.
 - 7.2. If the Grantee 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, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 7.3. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.
8. Property Standards
 - 8.1. Insurance coverage.
 - 8.1.1. The Contractor shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with State funds as provided to property owned by the Contractor.
 - 8.2. Real property.

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

- 8.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds will vest upon acquisition in the Contractor.
- 8.2.2. Except as otherwise provided by State statutes or in this Agreement, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the Contractor must not dispose of or encumber its title or other interests without State approval.
- 8.2.3. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
- 8.2.3.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Contractor is disposing of ~~real property acquired~~ or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- 8.2.3.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) ~~to the proceeds of the~~ sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
- 8.2.3.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's

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**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

8.3. Equipment.

8.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

8.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

8.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

8.3.2.2. Not encumber the property without approval of the State.

8.3.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.1. and Paragraph 9.3.5.

8.3.3. Use.

8.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

8.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or

**New Hampshire Department of Health and Human Services
Recovery Oriented Step-Up Step-Down Programs
EXHIBIT C**

projects is also permissible with approval from the State.

- 8.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 8.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
 - 8.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 8.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
 - 8.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 8.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
 - 8.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 8.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:

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

- 8.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
 - 8.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
 - 8.3.5.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - 8.3.5.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.
9. Property Trust Relationship and Liens
- 9.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be held in trust by the Contractor as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.



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)

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

Vendor Name: On The Road to wellness

6/2/2022

Date

DocuSigned by:

Kyle Winston

Name: KYLE WINSTON

Title: Board president



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: On The Road to wellness

6/2/2022

Date

DocuSigned by:

Kyle Winston

Name: Kyle Winston

Title: Board president

DS
KW

Vendor Initials

6/2/2022

Date



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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: On The Road to wellness

6/2/2022

Date

DocuSigned by:
Kyle Winston
Name: KYLE WINSTON
Title: Board president

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KW



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

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

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

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

Exhibit G

Contractor Initials

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KW

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: On The Road to wellness

6/2/2022
Date

DocuSigned by:
Kyle Winston
Name: Kyle Winston
Title: Board president

Exhibit G

Contractor Initials DS KW

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

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

Contractor Name: On The Road to Wellness

6/2/2022

Date

DocuSigned by:

Kyle Winston

Name: Kyle Winston

Title: Board president



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

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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

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Contractor Initials _____

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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 Associate

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Contractor Initials

[Handwritten initials]

Date 6/2/2022



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. E/W

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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

On The Road to wellness

The State

Name of the Contractor

Katja S. Fox

Kyle Winston

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Kyle Winston

Name of Authorized Representative Director

Name of Authorized Representative

Board president

Title of Authorized Representative

Title of Authorized Representative

6/3/2022

6/2/2022

Date

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

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

Contractor Name: On The Road to wellness

6/2/2022
Date

DocuSigned by:
Kyle Winston
Name: Kyle Winston
Title: board president

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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.).

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/doit/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



-
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

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO RECOVERY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1988. 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: 136413

Certificate Number: 0005752229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO WELLNESS is a New Hampshire Trade Name registered to transact business in New Hampshire on April 08, 2021. 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: 868232

Certificate Number: 0005752240



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kathleen Abate, 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 On the Road to Recovery, Inc (dba On the Road to Wellness).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 20, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

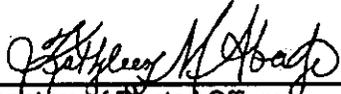
VOTED: That Kyle Winston, Board Chair _____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of On the Road to Recovery to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: June 1, 2022



Signature of Elected Officer
Name: Kathleen Abate
Title: Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2022

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425	CONTACT NAME Eleanor Spinazzola PHONE (A/C, No, Ext) (803) 293-2791 FAX (A/C, No) (803) 293-7188 E-MAIL ADDRESS Eleanorspinazzola@esinsurance.net																					
INSURED On The Road To Recovery, Inc., DBA: On The Road To Wellness 373 South Willow Street D1-1 Box 318 Manchester NH 03103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A Philadelphia Insurance Co</td> <td colspan="2"></td> </tr> <tr> <td>INSURER B FirstComp</td> <td colspan="2" style="text-align: center;">27828</td> </tr> <tr> <td>INSURER C</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A Philadelphia Insurance Co			INSURER B FirstComp	27828		INSURER C			INSURER D			INSURER E			INSURER F		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B FirstComp	27828																					
INSURER C																						
INSURER D																						
INSURER E																						
INSURER F																						

COVERAGES **CERTIFICATE NUMBER: 22** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2267248	07/01/2021	07/01/2022	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 - COMPROP AGG \$ 2,000,000 \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2267255	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism Coverage \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB765806	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0195885-04	03/19/2022	03/19/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$ 100,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$ 100,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$ 500,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT \$ 100,000		E.L. DISEASE - EA EMPLOYEE \$ 100,000		E.L. DISEASE - POLICY LIMIT \$ 500,000	
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT \$ 100,000															
E.L. DISEASE - EA EMPLOYEE \$ 100,000															
E.L. DISEASE - POLICY LIMIT \$ 500,000															

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

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

CERTIFICATE HOLDER

DHMS

129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairby Kennedy



On the Road to Wellness

An Adult Education and Mental Wellness Center

On the Road to Recovery
(dba On the Road to Wellness)

Mission Statement

On the Road to Wellness is a Not-for-Profit Consumer-Driven Community of Peers Dedicated to Educate, Advocate, and Empower our Members to Manage and Maintain their Mental Health and Wellness.

ON THE ROAD TO RECOVERY, INC
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years Ended June 30, 2021 and 2020

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
On The Road to Recovery, Inc.
Manchester, New Hampshire

Opinion

We have audited the accompanying financial statements of On The Road to Recovery, Inc. (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2021 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recovery, Inc. as of June 30, 2021 and the statements of activities and changes in its net assets, cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of On The Road to Recovery, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

Exercise professional judgement and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of On The Road to Recovery, Inc.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Road to Recovery, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited On The Road to Recovery, Inc.'s 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 25, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, P.C.

Rowley & Associates, P.C.
Concord, New Hampshire
October 26, 2021

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020
See Independent Auditors' Report

ASSETS	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and cash equivalents		
Operating	\$ 88,849	\$ -
BMHS refundable	24,315	9,981
Total cash and cash equivalents	113,164	9,981
Accounts receivable	51,641	71,796
Prepaid expenses	16,135	11,130
Total Current Assets	180,940	92,907
PROPERTY AND EQUIPMENT, at cost		
Leasehold improvements	57,154	57,154
Vehicles	66,095	66,095
Equipment & furniture	42,292	42,292
	165,541	165,541
Less accumulated depreciation	(121,673)	(109,277)
	43,868	56,264
OTHER ASSETS		
Investments	1,427	1,427
Deposits	10,175	6,675
	11,602	8,102
Total Assets	236,410	157,273
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	7,557	19,968
Accrued expenses	5,779	7,237
Deferred revenue	43,084	-
Total Current Liabilities	56,420	51,520
LONG-TERM LIABILITIES		
Refundable Advance, SUSD funds	66,412	-
Refundable Advance, BMHS funds	24,315	24,315
Total Long-Term Liabilities	90,727	24,315
NET ASSETS		
With donor restriction	-	-
Without donor restriction	89,263	105,753
	89,263	105,753
Total Liabilities and Net Assets	\$ 236,410	\$ 157,273

Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2021 AND 2020
See Independent Auditors' Report

	<u>2021</u>	<u>2020</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 489,507	\$ 427,510
Contribution income	1,645	4,494
Program service and other revenue	-	-
Interest income	52	107
Total support and revenue	<u>491,204</u>	<u>432,111</u>
 EXPENSES		
Program	494,044	416,702
Management & general	13,650	16,448
Total expenses	<u>507,694</u>	<u>433,150</u>
 (Decrease) in net assets	(16,490)	(1,039)
 Net assets, beginning of year	<u>105,753</u>	<u>106,792</u>
 Net assets, end of year	<u>\$ 89,263</u>	<u>\$ 105,753</u>

Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020
See Independent Auditors' Report

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets	\$ (16,490)	\$ (1,039)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	12,397	12,542
(Increase) Decrease in operating assets		
Funds held for others	-	-
Accounts Receivable	20,155	(63,153)
Prepaid expenses	(5,005)	556
Increase (Decrease) in operating liabilities		
Accounts payable	(12,412)	(447)
Accrued expenses	(1,458)	(6,236)
Deposits	(3,500)	-
Refundable Advance, BMHS funds	-	(11,454)
Refundable Advance, SUSD funds	66,412	-
Deferred revenue	43,084	-
Net Cash Provided (Used) By Operating Activities	<u>103,183</u>	<u>(69,231)</u>
CASH USED BY INVESTING ACTIVITIES		
Purchases of vehicle and equipment	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	103,183	(69,231)
Cash and Cash Equivalents, Beginning of Year	<u>9,981</u>	<u>79,212</u>
Cash and Cash Equivalents, End of Year	<u>\$ 113,164</u>	<u>\$ 9,981</u>

Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED JUNE 30, 2020
See Independent Auditors' Report

	<u>Derry Costs</u>	<u>Manchester Costs</u>	<u>SUSD Costs</u>	<u>Total Programs</u>	<u>Management & General</u>	<u>Total 2021</u>	<u>Total 2020</u>
Wages	\$ 72,541	\$ 116,789	49,582	\$ 238,912	\$ 650	239,562	\$ 201,983
Employee benefits	886	11,609	7,143	19,638	-	19,638	9,417
Payroll taxes	7,044	11,204	4,592	22,840	67	22,907	17,654
Rent	33,900	49,080	6,000	88,980	-	88,980	81,153
In-service training	-	790	750	1,540	-	1,540	15,784
Journals and publications	-	-	-	-	-	-	-
Telephone and internet	6,013	9,552	2,606	18,171	-	18,171	13,034
Utilities	2,994	6,567	-	9,561	-	9,561	10,066
Insurance	1,899	9,767	-	11,666	-	11,666	11,926
Repairs and maintenance	1,016	3,174	292	4,482	-	4,482	2,283
Office supplies	1,811	6,777	7,096	15,684	-	15,684	11,720
Household supplies	4,350	5,008	14,112	23,470	483	23,953	10,877
Advertising	-	2,591	408	2,999	-	2,999	4,176
Food and consumable supplies	1,055	14	834	1,903	54	1,957	1,948
Legal and accounting	1,983	3,850	7,174	13,007	-	13,007	6,417
Equipment rental	2,647	4,050	2,038	8,735	-	8,735	5,227
Transportation	-	42	-	42	-	42	1,816
Vehicle expense	2,174	5,470	155	7,799	-	7,799	7,643
Depreciation and amortization	-	-	-	-	12,397	12,397	12,542
Printing	-	-	-	-	-	-	1,913
Postage	72	2,341	-	2,413	-	2,413	2,506
Dues and subscriptions	-	541	-	541	-	541	249
Other expenses	155	432	1,074	1,661	-	1,661	2,814
	<u>\$ 140,540</u>	<u>\$ 249,648</u>	<u>\$ 103,856</u>	<u>\$ 494,044</u>	<u>\$ 13,650</u>	<u>\$ 507,694</u>	<u>\$ 433,150</u>

Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

Note 1. Nature of Organization and Activities

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated, operating under the DBA, On The Road to Wellness, under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence and responsibility. The Organization is supported primarily by grants from the State of New Hampshire.

Note 2. Significant Accounting Policies

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

Basis of Presentation

The financial statements of OTRTR have been prepared on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets Without Donor Restrictions - These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services raising contributions, and performing administrative functions.

Net Assets With Donor Restrictions - These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Basis of Accounting The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Property and Equipment: Are carried at cost. Depreciation expense related to equipment is calculated using the straight-line method over 3 – 7 years. Depreciation expense related to property is calculated using the straight-line method over 39 years. Depreciation expense recorded by OTRTR for the years ended June 30, 2021 and 2020 was \$12,397 and \$12,542, respectively.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

Note 2. Significant Accounting Policies (Continued)

Capitalization policy: Expenditures for additions, renewals and betterments of property and equipment, unless of relatively minor amount, are capitalized. Maintenance and repairs are expensed as incurred. Upon retirement or sale, the cost of the assets disposed of and the related accumulated depreciation are removed from the accounts and any gain or loss is included in other income in the period in which the asset is disposed.

Investments: Investments are stated at fair-market value. On The Road to Recovery, Inc. does not have any investments.

Functional and Cost Allocation of Expenses: The Organization allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time. The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities, consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

Estimates and assumptions: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

In-Kind Contributions and Donated Materials and Services: In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2021 and 2020, there were no donated goods or services.

Cash and Cash Equivalents: For purposes of the statement of cash flows, OTRTR considers cash on hand, deposits in banks and investments to be cash equivalents.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

Note 2. Significant Accounting Policies (Continued)

Income taxes: The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Revenue and Revenue Recognition: Revenue is recognized when earned. The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

Concentration of Risk: The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2021 and 2020 the Organization had no uninsured cash balances.

Comparative Financial Information: The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Note 3 Economic Dependency

OTRTR currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2021 and 2020, the State grants made up 99% of OTRTR's total support.

Note 4. Review By Outside Agencies

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

Note 5. Retirement Plan

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$4,700 and \$0 for the years ended June 30, 2021 and 2020, respectively.

Note 6. Operating Lease Commitment

Since July 1, 2011 OTRTR has been a tenant at will for its Derry, New Hampshire location. Total rent expense for the years ended June 30, 2021 and 2020 was \$33,900 and \$33,000, respectively. There is no required future minimum payment.

In May 2018 the Organization entered a ten-year, four-month lease for its Manchester, New Hampshire location. Total rent expense related to this location was \$49,080 and \$48,153 for the years ended June 30, 2021 and 2020, respectively. Future minimum rent as of June 30 is as follows:

2022	50,675
2023	51,678
2024	52,711
2025	53,760
Thereafter	<u>120,249</u>
	<u>\$329,073</u>

In June of 2021 the Organization entered a three-year, automatically renewing lease for the Stand-Up Step-Down (SUSD) program located in Manchester, New Hampshire. Total rent expense related to this location was \$6,000 for the year ended June 30, 2021. Future minimum rent as of July 1 is as follows:

2022	42,000
2023	43,260
2024	44,558
2025	45,894
2026	<u>47,271</u>
	<u>\$222,983</u>

Note 7. Advertising

The Organization expenses advertising costs as incurred. OTRTR had advertising costs of \$2,999 and \$4,176 as of June 30, 2021 and 2020, respectively.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

Note 8. Liquidity And Availability of Financial Assets

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 113,164	\$ 9,981
Accounts receivable	<u>51,641</u>	<u>71,796</u>
	<u>164,805</u>	<u>81,777</u>
Less amounts:		
Deferred revenue, BMHS funds required to be maintained under State agreement	<u>(24,315)</u>	<u>(24,315)</u>
	<u>\$ 140,490</u>	<u>\$ 57,462</u>

Accounts receivable as of June 30, 2021 is comprised of funds from the Organization's BMHS grant.

Note 9. Financial Instruments

The carrying value of cash and cash equivalents, prepaid expenses, accounts receivable accounts payable and accrued expenses are stated at carrying cost at June 30, 2021 and 2020, which approximates fair value due to the relatively short maturity of these instruments.

Note 10. Board Designated Net Assets

The Organization has no board designated net assets as of June 30, 2021.

Note 11. Refundable BMH Advance

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, OTRTR was required to segregate amounts advanced but not expended at year-end as a refundable advance. Funds set aside in accordance with this requirement amounted to \$24,315 for the years ended June 30, 2021 and 2020, respectively.

In connection with the start up of the Step-Up Step-Down (SUSD) program directed by the state, OTRTR was required to recognize amounts advanced for the SUSD program but not spent at year-end as a separate refundable advance. Funds deferred in accordance with this policy amounted to \$63,412 and \$0 for the year ended June 30, 2021 and 2020, respectively.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020

Note 12. Deferred Revenue

The terms of BBH require OTRTR to record surplus funds as unearned revenue. OTRTR had unearned revenue of \$43,084, and \$0 for the years ended June 30, 2021 and 2020, respectively.

Note 13. Fair Value Measurements

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2021</u>			
Accounts Receivable	\$ 51,641	\$ 51,641	\$ -
Investments	<u>1,427</u>	<u>1,427</u>	<u>-</u>
	<u>\$ 53,068</u>	<u>\$ 53,068</u>	<u>\$ -</u>
<u>2020</u>			
Accounts Receivable	\$ 71,796	\$ -	\$ 71,796
Investments	<u>1,427</u>	<u>1,427</u>	<u>-</u>
	<u>\$ 73,223</u>	<u>\$ 1,427</u>	<u>\$ 71,796</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts receivable are estimated at the present value of expected future cash flows.

Note 14. Risks and Uncertainties: COVID-19

As a result of the spread of the Covid-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

Note 15. Subsequent Events

Management has evaluated subsequent events through October 26, 2021, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

ON THE ROAD TO RECOVERY, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2021
See Independent Auditors' Report

	State Approved BMHS Funds	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year	\$ 489,507	\$ -	\$ 489,507
Grant income, prior year release	-	-	-
Contribution income	-	1,645	1,645
Interest income	47	5	52
Total support and revenue	<u>489,554</u>	<u>1,650</u>	<u>491,204</u>
EXPENSES			
Wages	238,912	650	239,562
Employee benefits	19,638	-	19,638
Payroll taxes	22,840	67	22,907
Rent	88,980	-	88,980
In-service training	1,540	-	1,540
Telephone	18,171	-	18,171
Utilities	9,561	-	9,561
Insurance	11,666	-	11,666
Repairs and maintenance	4,482	-	4,482
Office supplies	15,684	-	15,684
Household supplies	23,470	483	23,953
Advertising	2,999	-	2,999
Food and consumable supplies	1,903	54	1,957
Audit fees	13,007	-	13,007
Equipment rental	8,735	-	8,735
Transportation	42	-	42
Vehicle maintenance	7,799	-	7,799
Depreciation and amortization	-	12,397	12,397
Printing	-	-	-
Postage	2,413	-	2,413
Dues and subscriptions	541	-	541
Other expenses	1,661	-	1,661
Total expenses	<u>494,044</u>	<u>13,650</u>	<u>507,694</u>
Net (Decrease) in Net Assets	(4,490)	(12,000)	(16,490)
Net assets, beginning of year	<u>4,490</u>	<u>101,263</u>	<u>105,753</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 89,263</u>	<u>\$ 89,263</u>

Notes to Financial Statements



On the Road to Recovery
(dba On the Road to Wellness)
BOARD OF DIRECTORS
Updated April 20, 2022

Executive Committee

Directors (Continued)

Directors (Continued)

Chairman

Kyle Winston



Joined: 10-19-2017
Term #2
Term Length: 3 Years
Expiration: 03-2023

Heather Williams



Joined: 02-21-2019
Term #2
Term Length: 3 Years
Expiration: 03-2025

Vice-Chairman

Vacant

Elias Koester



Joined: 05-31-2018
Term #2
Term Length: 3 Years
Expiration: 03-2025

Secretary/Treasurer

Kathleen Abate



Joined: 08-11-2016
Term #2
Term Length: 3 Years
Expiration: 03-2023

Carly Amico



Joined: 04-20-2022
Term #1
Term Length: 3 Years
Expiration: 03-2025

Administrative Team

Executive Director

David Blacksmith



Directors

Thom DeFelice



Joined: 01-18-2018
Term #2
Term Length: 3 Years
Expiration: 03-2025

Business Manager

Peter DeLeault



David J. Blacksmith

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 ██████████

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HIGHLIGHTS

- Keen Ability to Network People and Resources
- Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- Able to Handle Crisis or Stressful Situations with Ease
- Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

WORK HISTORY

On the Road to Wellness, Manchester & Derry 2009 – Present
 Executive Director

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance misuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State (BMHS); all aspects of agency relationships and interagency collaborations.

- Successfully moved agency and services through turbulent time to current location
- Effectively re-established relationships with Community Partners and local authorities
- Successfully launched Step-Up Step-Down Program 2021 in new location
- Re-written/Updated Board Policies and Procedures
- Expanded sustainability plans ... fund-raising, grant writing
- Successfully launched a secondary site in Derry (2011) to provide services to that Region
- Effectively increased membership and active participation at both sites
- Responsible for recruiting, hiring, and supervising staff of 25
- Serving as agency representative on the Steering Committee and Workforce Development Committee for Network4Health (1115 Waiver)
- Created a vibrant newsletter which led to expanded readership/ increased membership
- Led multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Encouraged expansion of programming to include outreach and community service
- Given oversight of both Peer Centers, expanding serves while maintaining budget
- Effectively developed a contractual relationship with Mental Health Center of Great Manchester by modeling and coaching Peer Support Specialist Services to their ACT Teams

Southern New Hampshire Rescue Mission 2003 - 2008
 Founder/Executive Director

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers
- Successfully began residential shelter for single homeless men

David J Blacksmith
Resume / Page 2

**WORK
HISTORY**
(continued)

Las Vegas Rescue Mission 1999 – 2003
Executive Director

Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.

- Initiated comprehensive Case Management Program
- Initiated and completed \$2m building project to expand services to homeless men, and specialized population of single-fathers with children
- Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed
- Established an extensive and effective Job Development Program which generated over \$250k into the pockets of the homeless, many securing permanent employment through the Program
- Implemented Recovery Program for those struggling with addictive behaviors
- Expanded donor base 150%; volunteer base 300%
- Responsible for recruiting, hiring, scheduling and supervising staff of 20
- Dramatically increased community involvement

EDUCATION

Moody Bible Institute, Chicago, IL 1983 – 1987
Ministerial Studies

University of Massachusetts, Lowell, MA 1973 – 1977
Bachelor of Arts
Concentrations: Music Education / Business Administration

Bedford High School, Bedford, MA 1969 – 1973
College Preparatory

**ADDITIONAL
TRAINING**

Train the Trainer – Intentional Peer Support; Middletown, CT
Intentional Peer Support: An Alternative Approach; BBH, Concord, NH
Prison Volunteer Training, Concord, NH
Art of Listening, Hospital Chaplaincy Services
Powerful Business Writing Skills, National Seminars, Inc.
Business Management, Cornell University, Ithaca, NY (Extension)
Essentials in Management, American Management Association (Extension)

**OTHER
SKILLS**

PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer

**CIVIC
ACTIVITIES**

Member, Nashua Continuum of Care	2003 – 2008
Member, Southern Nevada Homeless Coalition	1999 – 2003
Member, Emergency Food and Shelter Board	1999 – 2003
Chairman, Child Evangelism Fellowship	1999 – 2001
Member, Manchester Rotary, Manchester, VT	1997 – 1999
Director of Volunteer Chaplains, Sonoma Valley Hospital	1991 – 1992
Southern Nevada Task Force for the Homeless	1987 – 1990

Personal and Professional References Available Upon Request



Jason L. Sweet

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PEER SUPPORT FACILITATOR- ON THE ROAD TO WELLNESS- MANCHESTER, NH 2021-PRESENT

- Facilitate support groups for adult's managing their mental health and wellness
- Make outreach calls
- Be a supportive peer by remembering the tasks and values of Intentional Peer Support
- General cleaning

OVERLORD OF OVER MATTER- MAIL DATA INC.- MANCHESTER, NH 2017-2020

- Organization of all over matter
- Gather and distribute samples to appropriate salesperson
- Recycling of over matter
- Janitorial tasks
- Machine operator

SHOP GUY- BULLETPROOF TIGER TATTOO- MANCHESTER, NH 2016-2017

- Greeted customers and fielded questions
- Managed social media accounts
- Appointment scheduling
- General shop maintenance and cleaning
- Graphic design of marketing materials

SCREEN PRINTING SCREEN ROOM TECHNICIAN- LOGOLOC LTD- MANCHESTER, NH 2015-2016

- Coating screens with photosensitive emulsion
- Burning artwork from films onto screens
- Inspection of burnt screens for errors
- Prepping screens to be press ready
- Cleaning and reclaiming of screens

STAY AT HOME DAD- THE SWEET RESIDENCE - MANCHESTER, NH 2006-2015

- Too many tasks to list here. 😊

PROFESSIONAL BODY ARTS PRACTITIONER- LEVEL 5 BODY PIERCING- MANCHESTER, NH 2005-2008

- Taking inventory of jewelry and piercing supplies
- Ordering and reordering of jewelry and piercing supplies
- Customer service and sales
- Proper sterilization of piercing supplies and jewelry
- Sanitation of work area
- Knowledge of the human anatomy for safe and proper piercing placement

PROFESSIONAL BODY ARTS PRACTITIONER- SPIDERBITE/ALTERNATIVE SUN- MANCHESTER, NH 1999-2005

- Taking inventory of jewelry and piercing supplies
- Ordering and reordering of jewelry and piercing supplies
- Customer service and sales
- Proper sterilization of piercing supplies and jewelry
- Sanitation of work area

ASSEMBLY/WAREHOUSE- HARVEY INDUSTRIES- MANCHESTER, NH 1995-1999

- Final inspection
- Assembly
- Saw operator
- Fork truck operator
- Ceiling crane operator

JAYSON BLACKSMITH



CONTACT

☎ [REDACTED]
✉ [REDACTED]

EDUCATION

BACHELOR OF SCIENCE IN AUDIO AND MEDIA TECHNOLOGIES

New England Institute of Art
June 2016

TECHNICAL SKILLS

Live Audio Production
Video Producing
Lighting Systems
DAW Operation
Studio & Post Production
Camera Operations
Graphic Design
Adobe Creative Suite
Equipment Maintenance
Signal Routing & Troubleshooting
Audio, Video & Photo Editing
Video & Audio Distribution

PERSONAL SKILLS

Problem Solving
Detail-oriented
Time management
Communication
Leadership
Teamwork

REFERENCES

Provided upon request

PROFILE

Detail-oriented and innovative professional with vast technical knowledge and more than 8 years hands-on experience in creating, integrating and finetuning a distraction-free, consistent environment into the overall technical production of services and events. Known and respected as a creative solutions provider and out-of-the-box thinker with track of overseeing live production for services and events with emphasis on efficiency, and translating service requirements into system improvements. Proven leader that thrives in high-pressure collaborative environments.

PROFESSIONAL EXPERIENCE

Production Engineer Production Management Intern Front of House Engineer

At Manchester Christian Church | Aug. 2016 – Present

- Collaborate with the Pastor, Worship Director and Technical Director to create a cohesive, engaging, spiritually authentic worship service
- Perform core Production Engineer duties including service producing, sound reinforcement, front of house mixing, video production, lighting design, signal routing, and troubleshooting
- Implement and maintain development best practices
- Train and mentor volunteers for proper maintenance of production equipment

Audio Designer and Team Lead

At The Palace Theatre | May 2018 – Mar. 2018

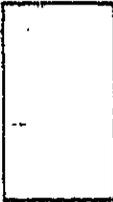
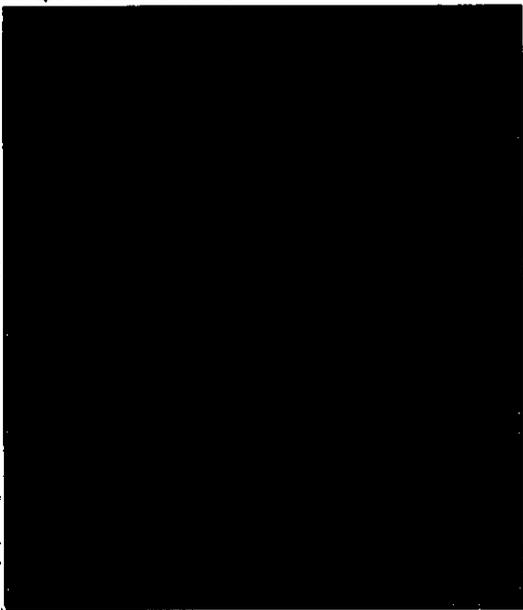
- Organized and led the team to The Palace Theatre's most ambitious and successful show in its 100+ years of history
- Responsible for all sound reinforcements and creative decisions as it pertained to audio
- Provided technical support and oversaw ways to develop and improve audio tools and workflow
- Worked effectively under pressure and managed the audio team

Production Team Lead

Youth Director and Worship Leader

At Manchester Vineyard Community Church | Jun. 2010 – Aug. 2016

- Provided live Front of House and Monitor mixing
- Edited sermons for online distribution
- Performed live worship, and developed and maintained curriculum for middle & high school students
- Coached team in basic AVL operation
- Assembling and coordinating new volunteers



Krystina Olsen

Human Services & Administration

Most alive in helping roles that offer humans more connectivity to themselves and the world. Well suited for spaces that would benefit from a driving motivation, deep sincerity, diligence to completion, and an organizational touch. With a knack for hospitality and creating welcoming environments. I'm ready to rise to the tasks and dive right in.

Professional Skills

Strong Communication
High Efficiency
Warmth & Reception
Organization, Digital & Tactile
Attention to Detail
Collaboration
Editing & Envisioning
Research
Self-Starting
Solutions Oriented
Performing Under Pressure
Listening & Conflict Resolution
Multitasking
Microsoft & Apple Software

Educational Training

School of Human Services
Associates Degree from Nashua Community College

- Graduating class of 2007
- Graduated *summa cum laude* with GPA of 4.0
- Awarded the Presidency Award and the Social Advocacy Award

School of Psychology
Eastern Nazarene College

- Attended 2004-2005
- Began the study of humanity's beauty and complexity

Work Experience

Executive Administrative Assistant

On The Road To Wellness
Oct. 2020 to present

- Develops organizational systems to maximize productivity & impact
- Digitizes manual processes into well-documented Standard Operating Procedure system
- Provides daily administrative support to the Executive to ensure smooth outcomes

Photographer & Owner

Krystina Olsen Studios
Jan. 2018 to Oct. 2020

- Built a thriving self-taught photography business from the ground up
- Ensured seamless connections between self & clients, particularly under pressure
- Used abstraction and creativity to deliver a unique product
- Followed strict & efficient timelines to ensure client fulfillment

Childcare Worker & Caregiver

Self-Employed
Jan. 2009 - Present

- Primary caretaker for children during parental working hours
- Offers structure, rhythm, & flow, providing children with plentiful growth opportunities
- Provides self-regulation strategies, conflict resolution tactics, encouragement, risk-assessment, academic assistance, emotional & physical nourishment.

Assistant Teen Director

Boys & Girls Club of Souhegan Valley
Sep. 2006 - Jan. 2009

- Managed daily program operations for students, along with specialized small and large events
- Led courses in fine arts, culinary arts, and female enrichment
- Served as a counselor for summer operations, including high-output programming
- Provided daily social, emotional, and cognitive support for students

LEE ANN HUSSEY

Summary

Experienced in providing Intentional Peer Support to Members

Education and Certificates

- Certified Peer Specialist
- IPS Core Training
- WRAP Facilitator Training
- WHAM Facilitator Training
- Hesser College, Associate of Science in Psychology

Experience

2009 – Present

Team Leader, On the Road to Wellness

- Provide leadership to fellow teammates
- Assist in the implementation of the program at the peer support center
- Create an environment for learning how to live with mental health issues
- Provide an example of the ten values of intentional peer support
- Practice the four tasks and three principles of intentional peer support
- Create, research, and facilitate several peer support groups per week
- Welcome new Members to center and explain the purpose of the center
- Process new Membership Application Forms and maintain Membership Records
- Provide support by developing Wellness Plans with Members
- Provide conflict resolution for Members and staff
- Co-facilitate Wellness Recovery Action Plan workshops
- Provide outreach on telephone and in community
- Ensure reports for statistics are ready for data entry
- Participate in co-reflection
- Assist in maintaining physical center

2007 – 2009

Transitional Housing Manager, On the Road to Wellness

- Notified social workers at New Hampshire Hospital of vacancies
- Collected rent and maintained documentation
- Facilitated meetings between Residents
- Met with individuals regarding their progress
- Provided conflict resolution for Residents
- Communicated with agencies that referred candidates
- Communicated with agencies that provided housing for Residents
- Created and implemented a statistics report, saving hours every month
- Assisted in maintaining physical facility
- Ordered and replenished supplies for the facility

2004 – 2007

Program Assistant, On the Road to Wellness

Meghan Marhan



Objectives

Seeking full time employment in the behavioral health field where I can function as a team member. My goals include using my professional and life experience to support individuals challenged with mental health issues and substance use disorders.

Education & Certifications

- Intentional Peer Support Core Training
- Action Planning Training
- WHAM Training
- Intentional Peer Support Specialist Certified
- Justice of the Peace, New Hampshire
- Miscellaneous Peer Support Trainings
- High School Degree/GED; Earned 2002, Concord, New Hampshire
- Completed LNA curriculum and was awarded license 2006. (Not currently active)

Experience

On the Road to Wellness June 2021-Present

Director of Operations

Oversee all aspects of programming for both the Derry and Manchester Centers. Develop staff schedules, including the schedule of staff rotation for bi-weekly Cypress Center outreach.

Register staff for necessary trainings and quarterly Co-Reflections, and ensure proper certification documentation is received and filed. Implement groups that members request, and that encourage member's personal growth, self-reflection, and goals, while making sure to meet State deliverables. Organize monthly Community Outings with input from members. Contact different organizations and businesses to set up monthly Educational Presentations for members that will provide knowledge about different topics, and services that may be needed, and available, but unknown. Facilitate monthly Community Meetings to connect and communicate with members about their thoughts, wants, and/or needs at the Centers. Facilitate meetings with staff and fill out then file the necessary documentation of meeting. Input information from member applications, into the database when an individual decides to become a member. Clean and organize both Centers. Create the contents of the monthly newsletter and take pictures at events and outings to include in the newsletter. Purchase any needed supplies for the Centers. Run general errands for the Centers.

Riverbend Community Mental Health Center- Emergency Services June 2019 - April 2020

Peer Support Specialist

Provided direct services including engagement, assessment and support to individuals experiencing psychiatric crises. Services were provided in conjunction with clinicians and based out of a multidisciplinary team. Services were provided in multiple settings, primarily through Emergency Services, but also on site at Riverbend's Crisis Treatment Center, and in the homes of clients if requested.

Granite State Independent Living June 2018 - February 2020

In Home Care Provider

Provide direct in-home care with a focus on ADLs in coordination with other in-home care agencies and providers. Responsibilities include monitoring response to medical treatment, managing medications and household inventory and promoting healthy activity and nutrition. Trained to support an individual challenged by late-stage dementia to support her in managing anxiety, confusion, frustration and supporting a sense of wellbeing. Function as lead care provider and provide oversight and coordination of a multi-person staffing pattern.

Superior Cleaning December 2016 - June 2018

House Cleaner

Cleaned and organized residential and commercial properties. Worked both autonomously and as part of a team.

Work at Home Mother 2006 - 2016

Raised 3 children, 2 are now adults

Crotched Mountain School September 2005 - September 2006

Teacher's Assistant

Engaged with students in performing ADLs; de-escalated and helped calm emotionally charged situations with students; worked in partnership with teachers and other staff to strategize what best fit a student's individual needs.

Skills

- Developing and maintaining strong working relationships with a diverse array of people
- Working well in a team environment
- Empathetic listening
- Excellent written and oral communication skills
- Dependable, organized
- Able to work autonomously but seek supervision as appropriate
- Engage with people in a crisis and helping to diffuse it while remaining calm and supportive

Personal Interests and Hobbies

- Arts and crafts
- Organization
- Reading
- Music concerts
- Mindfulness and meditation

Peter P. Deleault

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Experience:

3/2007 to Present: Concord Food Cooperative, Inc., 24 S. Main St., Concord, NH 03301 and 52 Newport Rd., New London, NH 03257

Controller: Concord Food Cooperative is a cooperative natural and organic grocery store with 2 locations with sales of over 7.5 million and 74 employees. Oversee accounting department and all accounting functions including but not limited to all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis and cash management.

06/2007 to Present: On The Road To Recovery Inc., 373 South Willow St., PMB 316, Manchester, NH 03103

Controller: OTRTR is a non-profit peer support mental health organization funded by State and Federal funds covering Manchester and Derry areas. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

07/2007 to Present: Tri-city Consumer Cooperative, Inc., 55 Summer St., Rochester, NH 03867

Controller: TCC is a non-profit peer support mental health organization funded by State and Federal funds covering the greater Rochester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246

Controller: LRCAB is a non-profit peer support mental health organization funded by State and Federal funds covering Lakes Region and Concord. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

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07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd. Bow, NH, 03304.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll; all the monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

Education:

09/2004 to 04/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

References upon request.

*Resume
Of
Phyllis Buccheri*

First name: *Phyllis*

Last name: *Buccheri*

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Work History

Work History

Occupation: *Dental Assistant/Receptionist*

Occupation: *Mental Health Peer Support Worker*

Agency: *Hearty Smile*

Agency: *On The Road to Wellness*

City: *Manchester*

City: *Manchester*

State: *NH*

State: *NH*

Date: *May 2015 to October 2015*

Date: *Feb 2022 – Current*

Skills

Skills

- 1. Cleaning*
- 2. Sterilizing equipment*
- 3. Assisting during a procedure*
- 4. Filing paperwork*

- 1. Community outreach*
- 2. Organizational skills*
- 3. strategic planning*
- 4. policy development*

Education: *Lighthouse school - Chelmsford, Mass. USA*

Year: *2001*

Cover letter

I'm committed in becoming a Certified Mental Health Peer Support Worker within a positive organization of knowledge, outstanding performance, and secure employment. Securing a responsible position with hands-on training, while making a significant impact to the clients and my coworkers. Having the consistency, passion and drive to attendance while exhibiting a positive attitude in light of challenging situations. Bring an enhancement of focus and a willingness to learn new techniques that will help in achieving my goals.

Scott McCormack



Objective:

Intentional peer support
Help members unlearn learned helplessness.

Education:

Salem High School	1985-1989	Salem, NH
Granite State College	2005-2009	Manchester, NH

Associates in arts and general studies, Dean's list 2008 and 2009

Granite State College
Bachelor of Science and Behavioral Science. 2009-2011
Graduated Magna cum Laude

On the Road to Wellness- March 1st 1994-Present

Peer Support Facilitator

- Research and facilitate groups
- Maintain physical center
- Provide one-to-one peer support
- Clean and sanitize center
- Complete documentation

Stepping Stone Warmline – August 2020 - Present

- Provide one-to-one peer support over telephone
- Answer calls and take messages
- Complete documentation

Additional Training:

Intentional Peer Support Core
WRAP 101
Warm-Line
Certified Peer Specialist
WHAM

Tara R. Shramek

Education

Hesser College

Hesser College Manchester

Associates of Business - Broadcast Management

Graduated- May 2007

Manchester Memorial High School

Manchester Institute of Technology- Video Productions

Graduated- June 2005

Work Experience

On the Road to Wellness (Feb 2020-Present)

Helped take care of Handicapped Mother (2013 - Present)

- Provides transportation for handicapped Mother to Doctors Appointments and where ever else she needs to go.

Jobs for New Hampshire Graduates (2004-2005)

- Packing boxes at a warehouse for food banks at Southern New Hampshire Services

Spooky World New England - Seasonal (Sept-Nov) 2010 to 2017..

- Scare Actor, trusted to the first room of the Torment haunted house.. Trained new people working in the room for the first time on their duties.

Studied With Jordon Rich. Professional Tape available.

Activities

Anime

Voice Over Work

Video editing

Slogging

College theater club

Radio DJ for college radio station

Jaden Howard



Skills

Adaptability. Problem Solving. Critical Thinking. Time Management. Listening. Communication.

Experience

July 2021 - Current

On the Road to Wellness, Manchester, NH – Residential Peer Specialist

- Facilitate peer support activities with guests
- Offer one-on-one support
- Create/maintain an environment conducive to recovery
- Maintain confidentiality
- Resolve issues of conflict using Intentional Peer Support principles

October 2019 - March 2020

Concord Peer Support, Concord, NH – Peer Mentor

- Facilitated mental health groups
- Created new mental health groups to support members (journaling, mindful drawing, music)
- Provided peer support to members 1:1 and in a small group setting
- Worked with diverse populations

June 2016 - December 2017

Easter Seals, Concord, NH – Direct Support Professional

- Supporting clients in their place of employment and within the community
- Write daily, weekly, and monthly progress notes
- Transport clients to and from appointments
- Advocate with and on behalf of people with intellectual/mental disabilities
- Support individuals to gain confidence in their abilities

December 2015 - August 2016

Age at Home, Concord, NH – Personal Care Associate

- Home management tasks including housekeeping, laundry, shopping, and errands
- Prepare and serve simple meals and assist with feeding as necessary
- Assist with bathing, dressing, and grooming
- Assist with toileting

- Reporting changes in client's status
- Assisting with transfers and ambulation
- Follow/Create personal care plan

June 2010 - July 2015

Genesis Healthcare, Concord, NH - Receptionist

- Keeping track of resident's schedules
- Answer phones and assist the caller or transfer them with the corresponding personnel
- Communicate effectively with resident's family members
- Assist residents who have become dysregulated due to dementia or other mental illnesses
- All other duties as assigned: waiter, activities assistant, prep chef, laundry aide

Education

August 2014 - December 2017

New Hampshire Technical Institute, Concord, NH - Human Services

July 2018- July 2021

Southern New Hampshire University, Manchester, NH - Psychology

September 2021- September 2023

New England College, Manchester, NH - Clinical Mental Health Counseling

Certifications/Trainings

January 2020

Mental Health Recovery WRAP 5 Day Seminar 1 Co-Facilitator Training

January 2020

Mental Health Recovery WRAP 5 Day Seminar 2 Co-Facilitator Training

February 2020

Intentional Peer Support

September 2021

Certified Peer Specialist

Jesse Murenzi

[REDACTED]
[REDACTED]
[REDACTED]

Work Experience

Peer Support Specialist

On the Road To Wellness (OTRTW) – Manchester, NH

March 2022 to Present

To plan and facilitate Peer Support Activities for guest, and offer One-to-One support to actively participate in moving towards recovery.

Owner/Operator

Project Revival - Concord, NH

April 2021 to Present

I continued my work from Deo Mwano Consulting helping small business owners manage their business, from infrastructure reorganization to employee training and managing.

Manager of Partnership Programs

Deo Mwano Consulting - Manchester, NH

October 2020 to April 2021

I worked successfully with the community health network to ensure the partners were able to get the tools they needed to implement research gathering. Most recently I worked with Minority Small Business grant supporting BIPOC business owners to qualify for COVID-19 relief. To help inform how financial institutions can support minority businesses owners.

Marketing consultant

L&L Recruiting

July 2016 to November 2020

My role was to recruit, and consult for top transportation 50 business in filling job vacancies all over America.

Account Manager

PCConnection - Merrimack, NH

September 2017 to June 2019

Help manage IT infrastructure for medium to Enterprise companies.

Customer Service professional

Ameriprise Financial/Auto Insurance

February 2015 to May 2016

First point contact for advisors, clients and relationship partners for routine service issues. As well as teach our clients in regards to policies and regulation, also to help clients use our online database and manage their accounts for them.

New American Africans

Assistant youth Director

New Vision Church

2013 to 2015

Assist in strategic leadership development of the youth. Organize and teach weekly series. Plan and organize community activities and volunteering.

UNH Campus Recreation

Program Coordinator

New American Africans - Concord, NH

September 2009 to January 2015

Connects and supports newly immigrated refugee high school students with college mentors in order to combat the drop out rate for Refugees in New Hampshire- currently 85%.

Teach English, driver's education, computer literacy and basic financial management to newly immigrated refugees.

Organize community outreach and fundraising projects.

Intramurals Supervisor

UNH - Durham, NH

2008 to 2013

Trained, hired and supervised over 300 employees in order to run more than 4,000 intramural games annually. Also helped manage and run various administrative tasks.

Program coordinator

M.O.D.E.F - Durham, NH

2008 to 2013

This organization supports family dynamics, functioning at the university level, to retain viable numbers of male students of color. This contributes to the University's goal to maintain a diverse campus environment.

Led volunteering activities and cultural trips.

Camp Counselor

Operation Military Kids

June 2012 to August 2012

Organized and led activities for up to 200 children, ages 8-18 years old.

Collaborated with other staff to create activities for the various age groups.

Oyster River Youth Association

Education

Bachelor of Arts in Interpersonal Communication

University of New Hampshire

May 2013

AA in Business Administration

Thompson School of Applied Sciences

May 2010

Kelsey J. Loparto, BA, CPS

[REDACTED]

[REDACTED]

[REDACTED]

Current Position:

Step-Up Step-Down Program Co Director, On The Road To Wellness

Manchester, NH

In January, 2021, I was recruited by On The Road To Wellness to carry out their Step-Up Step-Down Program. This program was developed to provide community based peer support in a home like setting as an alternative to psychiatric hospitalization. My initial work included developing all policies, work flow procedures, and programmatic material used for Step-Up Step-Down, which was later adopted by all other peer support agencies carrying out SUSD programs in New Hampshire.

The heart of my work exists in developing supportive relationships with individuals staying in the program so that they may work on their mental health challenges. This support is completely peer based, including sharing my own mental health experiences to help others. It is my continuous goal to foster a positive, safe, and supportive environment in the Step-Up Step-Down home where individuals may experience the true power of peer support and self driven mental wellness.

Other responsibilities include;

Supervising SUSD Staff, processing referrals, coordinating with community partners, providing 24/7 on call coverage, addressing all crisis and challenges with compassion.

Education

Cape Cod Community College (2007-2010)

Associate of Arts Degree, Liberal Arts Concentration

While attending Cape Cod Community College, I was a member of the Honors Club, the Sustainability Club, and an active member of the National Honor Society for Community Colleges, Phi Theta Kappa.

University of Massachusetts Boston (2010-2013)

Bachelor of Arts Degree, Major in Sociology

At UMass Boston, I graduated with high honors at a 3.98 GPA as well as a departmental distinction award granted to only four students graduating with sociology degrees. Additionally, I was accepted into UMass Boston's Caribbean Studies Summer Institute, where I studied sociology abroad with the University of Puerto Rico.

Certified Peer Specialist (2018)

State of New Hampshire

After completing all requirements to obtain certification, I sat for the very first Peer Specialist certification exam developed and offered by State of New Hampshire, successfully becoming one of the first Certified Peer Specialists for the state. Requirements to complete certification included successful training in Intentional Peer Support, Wellness Recovery Action Planning, Whole Health Action Management and Suicide Prevention.

Other Certificates and/or Trainings

In the years I have worked in direct care and human services, I have had many opportunities for professional development including attending a variety of trainings and workshops. Notable trainings I have attended include the following...

- Illness Management and Recovery (IMR)
 - Initial Training on Addiction and Recovery
 - CPI Nonviolent Crisis Intervention
 - Motivational Interviewing
 - Intentional Peer Support (IPS)
 - Whole Health Action Management (WHAM)
 - Wellness Recovery Action Planning (WRAP)
 - Suicide Prevention and Mental Health First Aide
- *Certificates of attendance may be provided for all trainings above

Agency Substitute, Latham Centers, Inc.; Brewster, MA - 2014

As an agency substitute, I filled positions as a direct support professional in both school and residential settings, including para professional, residential lead, residential aid and one on one counselor. I completed all necessary training to provide supports for the youth in service, including both physical (TCI) and non physical behavioral interventions.

Community Living Instructor, Crotched Mountain Rehabilitation; Exeter, NH February 2015-
January 2017

As a community living instructor for Crotched Mountain Rehabilitation, my primary duties were to assist my clients through their tasks of daily living, morning to afternoon, with a focus on facilitating community engagement. This included completing all personal care, medication administration and assisting them through community activities (including medical appointments). Within this position I was also trained to address the specific needs of individual clients, particularly those involving equipment for full assist and transportation.

ACT Peer Specialist, Center for Life Management; Derry, NH January 2017- August 2018

As ACT Peer Specialist, I served as an integral part of the Assertive Community Treatment (ACT) team within a community mental health center. As peer specialist, I used my own lived experience to promote connection, hope and advocacy amongst clients of the ACT team. Daily activities/responsibilities included one on one meetings with ACT clients (including at the center, in the community and at their home), attending support groups alongside clients and providing peer support education to other staff at the center. Additional responsibilities included regular attendance/participation in team meetings and completing documentation of all services provided.

Peer Support Assistant, On the Road to Wellness; Manchester, NH October 2018- January 2019

As a peer support assistant, my primary duties were to facilitate daily support groups on a variety of mental health topics. Additional responsibilities include providing one on one support as needed, completing all necessary documentation and participating in community outreach.

Critical Time Intervention Specialist, Greater Nashua Mental Health, Nashua, NH January 2019-
September 2020

The Critical Time Intervention program provided short term transitional case management and care coordination to individuals completing a transition from psychiatric hospital to community. As a CTI specialist, I supported clients in transitioning out of psychiatric inpatient hospital units and connecting to services/needed resources in the community. CTI work included completing client assessments (both inpatient and outpatient), coordinating with providers (both inpatient and outpatient), providing family support and education, completing outreach and working directly with clients in a community setting to connect to any case management needs and resources.

Mobile Crisis Team Peer Support Specialist, Riverbend Community Mental Health Center, July 2020 – December 2021

The Mobile Crisis Team provided direct support, assessment and intervention services for individual experiencing crisis in the community. The majority of assessments were carried out by a two-person team of a clinician and peer specialist who responded directly to the location of the individual that called. I completed a wide variety of assessments throughout the Concord area, including those with both adults and children.

Additional Work History;

Counter Sales/Server, Wellfleet Town Pizza Inc.; Wellfleet, MA — 2009-2010

Commercial Shellfisher, Self Employed; Orleans, MA — 2009-2013

Sales Associate/Customer Service Associate, Gustare Oils and Vinegars; Chatham, MA— 2012-2014

Volunteer, WE CAN Corporation; Harwich Port, MA — 2013

References Available Upon Request

LELA BOUDREAU



SUMMARY

Motivated Peer Support Specialist dedicated to coaching clients through life changes. Creates customized, structured support plans. Energetic and friendly with strong relationship-building skills.

SKILLS

- Relationship-building skills
- Exemplary communication
- Planning skills
- Mental health support
- Organizational skills
- Conflict resolution
- Medical terminology knowledge
- Patient relations
- Collecting specimens
- Collecting vital signs
- Infection control procedures
- Grooming and bathing assistance

EMPLOYMENT HISTORY

ON THE ROAD TO WELLNESS/STEP UP STEP DOWN

Manchester, New Hampshire

Peer Support Specialist 03/2021 to Current

- Recorded participants' daily progress, noted trends and addressed negative strategies to help redirect actions and improve progress
- Monitored resident safety and security at residence
- Planned and implemented appropriate activities to encourage residents to be social and active
- Assisted others through dynamic relationships built on trust and utilized effective listening and interpersonal skills.
- Instilled hope by promoting positive self-disclosure and actively listening to client needs.
- Delivered compassionate care to increase comfort and psychological, social and spiritual well-being.

RCM HEALTH CARE SERVICES

Manchester, NH

Licensed Nursing Assistant/Team Leader, COVID-19 PCR Testing Site 11/2021 to Current

- Recorded and documented test results to compare to expected results for students and staff
- Testing team coordination
- Ensure all necessary consent forms are filled out and scanned in to the system
- Assist with prepping supplies and PPE for testing events to ensure testing team have what they need prior to testing event
- Review collection process with testing team

RIDGEWOOD NURSING HOME

Bedford, NH

Licensed Nursing Assistant 01/2020 to 11/2021

- Provided basic patient care by bathing and grooming patients, changing bedding and assisting in feeding activities.
- Assisted patients with shaving, bathing and oral hygiene to promote healthy habits and overall wellness.
- Facilitated activities of daily living, personal hygiene management, feeding and ambulation.
- Collected and documented vital signs to track current patient conditions.
- Answered signal lights, bells and requests-for-service to assist patient services fulfillment.
- Documented information in patient charts and communicated status updates to interdisciplinary care team.

EDUCATION AND TRAINING

ADULT AND PEDIATRIC FIRST AID/CPR/AED: LICENSED NURSING ASSISTANT 03/2020
Genesis Health Care/American Red Cross

BUSINESS/CLERICAL TRADE COMPLETION: BUSINESS/CLERICAL 08/2001
Northlands Job Corps Center, Vergennes, VT

GED 07/2001
Northlands Job Corps Center, Vergennes, VT

LORIANNE DIMARCO

OBJECTIVE

TO OBTAIN A POSITION THAT WILL BENEFIT FROM MY KNOWLEDGE, SKILLS, AND ABILITIES IN THIS INDUSTRY AND TO MAXIMIZE MY WORK ACTIVITIES AND CONTEXT TO ACHIEVE A POSITIVE OUTCOME.

EXPERIENCE

07/21/2021 – CURRENT RESIDENTIAL PEER SPECIALIST

ON THE ROAD TO WELLNESS, MANCHESTER NH
PRACTICING IPS (INTENTIONAL PEER SUPPORT)
USING OWN LIFE EXPERIENCE TO CONNECT AND SUPPORT OTHERS
SUPPORT PERSONS WITH A MENTAL ILLNESS
ASSIST PERSONS ON THEIR JOURNEY OF RECOVERY
PLAN AND FACILITATE PEER SUPPORT ACTIVITIES
OFFER ONE-ONE SUPPORT
WELCOME GUESTS, AND PARTICIPATE IN CREATING AN ENVIRONMENT
CONDUCTIVE TO RECOVERY
MAINTAIN CONFIDENTIALITY
COMPLETE ALL REQUIRED FORMS AND REPORTS ACCURATELY AND IN A
TIMELY FASHION

07/11/2013-CURRENT DIRECT SUPPORT PROFESSIONAL (DSP)

COMMUNITY BRIDGES, CONCORD NH
I TAKE A CLIENT OUT INTO THE COMMUNITY FOR SOCIALIZATION

10/27/2013-CURRENT DIRECT SUPPORT PROFESSIONAL

ONE SKY COMMUNITY SERVICES INC. PORTSMOUTH NH
WORKED WITH CLIENT WITH DOWNS SYNDROME GAIN
EMPLOYMENT
PROVIDE SUPPORT
HELP WITH CRISIS MANAGEMENT

EDUCATION HISTORY

05/2005
BACHELOR'S DEGREE
SPRINGFIELD COLLEGE, MANCHESTER NH

Robert True



Objective:

To secure employment with a treatment center and to expand my experience and skills working with others suffering from SUD.

Work History:

- **Walmart, Gilford NH - Cashier/Sales:** Made sales for store, unloaded trucks, put orders away and did store inventories. Worked the register.
- **Big Apple, Laconia NH - Cashier/Sales:** Kept inventories, Ran cash register.
- **Northline Construction, Wolfeboro NH - Laborer/ Ran Machine's:** All general labor and equipment operating.
- **Blueprint Recovery Center, Concord NH - Behavioral Health Tech:** I assisted in day to day activities with the Clients I gave out Meds, counted meds mad sure Clients were where they were suppose to be when they were suppose to, I did shift reports and emailed medication refills as they were needed.
- **Avenues Recovery Center, Concord NH - Behavioral Health Tech:** I worked third shift during my shifts I did rounds made sure clients were not lost I handed out Medications and counted them I also emailed any refills as they were needed. At the end of my shifts, I did a walk through made sure everything was tour ready and then put in my shift report.

Education History:

Moultonboro Academy, Moultonboro, NH 1999

Related skills:

- Familiar with Office 365
- Organized
- Punctual
- 27 months in Recovery
- CRSW Certificates

Samantha Captain



PROFESSIONAL SUMMARY

As an individual with a strong sense of social responsibility, exemplified by personal and professional activities, I am committed to addressing the mental health needs of my community. I am a highly creative problem solver, seeking to improve processes through the implementation of new strategies to meet current organizational needs.

EXPERIENCE

Residential Program Co-Director - Step-Up Step-Down Program, On the Road to Wellness

01/2021 - Present

59 Sheffield Road, Manchester, NH

Developed a new "hospital alternative" program, where individuals with mental health challenges can stay and receive peer support (24/7) in a homelike setting for up to 90 days. Step-Up, Step-Down is a peer-run and peer-staffed program with no clinical component. Opened in August of 2021.

- Hire and train the right people to do important work, find individuals to work as Certified Peer Specialists who are passionate, dedicated, and effective. Encourage, mentor, supervise, and support the staff of 'On the Road to Wellness' (OTRTW) Recovery-Oriented Step-up Step-down (SUSD) program. Train staff and coach them to success, conducting regular supervision meetings, co-reflections, and annual evaluations.
- Maintaining the home and program in order to facilitate ongoing Peer Support activities for Guests to participate in using the Four Tasks, Three Principles, and Ten Values of Intentional Peer Support (IPS). Working to establish and maintain a co-learning environment conducive to recovery. Ensuring that the support provided to guests is of high quality and that the interactions and relationships formed are meaningful and impactful.
- Staffing adequately to maintain 24/7 coverage.
- Respond to referrals and conduct conversations with prospective guests and referral sources.
- Provide education to the community, guests, and staff about the program.
- Write and periodically review policies, procedures, and program worksheets to ensure consistent, high-quality support will be provided to all guests. Make sure all program materials are in accordance with the requirements of the contract with the Department of Health and Human Services as well as the principles and values of peer support.
- Intentional Peer Support train-the-trainer completed October 2021, with the goal of becoming a State IPS trainer for New Hampshire.

Trainer - Wildflower Alliance

09/2021 - Present

Per Diem - Remote

Provide online and in-person training on the practice of peer support, including Hearing Voices Network Facilitators, Alternatives to Suicide Facilitators, When the Conversation Turns to Suicide, Intentional Peer Support, and others.

Peer Support Team Leader - Emergency Services, Riverbend Community Mental Health

05/2019 - 01/2021

40 Pleasant St. Concord, NH

Certified Peer Specialist, promoted in May of 2019 to lead a team of 13 peer support specialists working in a psychiatric emergency services department.

- Ensured the highest quality of care was received by the clientele by hiring excellent, committed individuals with a passion for the work, and training new staff to grow in the role, maintaining regular supervision with staff and reviewing client interactions, feedback, and documentation.
- Supported my team in processing difficult cases and circumstances by understanding how vicarious trauma can impact peers differently because of the additional burden of being authentic and vulnerable while having pre-existing mental health conditions.
- Positively affected the culture of the department by working to reduce stigma and increase job satisfaction, improving retention, and reducing compassion fatigue and burnout. Developed and improved training practices and maintained regular supervision with staff, resulting in an improved ability to connect with and impact the population served. Increased the knowledge, compassion, and comfort level of the team especially when dealing with individuals experiencing homelessness, co-occurring substance use, hearing voices, or domestic violence.
- Wrote and adjusted a monthly schedule for a demanding 24/7/365 program, for 13 employees, over 2 departments.
- As a member of the training committee, I developed and presented training on the topics of Voices and Visions, Grief and Loss, Establishing a therapeutic relationship, Peer Support, Peer Ethics, and Stigma. Training offered and delivered to anyone in the agency, regardless of their role, with the goal of increased knowledge and ability for staff, while increasing awareness of and from the peer perspective. Consistently achieving the highest marks in terms of feedback scores and comments from training participants. Training presented both in-person and remotely over Zoom.

Peer Support Specialist - ACT Team, Riverbend Community Mental Health

04/2016 - 05/2019

10 West St. Concord, NH

I have earned my certification as a Peer Specialist in the state of NH, with three years of experience on an ACT Team of a community mental health center. I have sought specialized training in the treatment of individuals who hear voices, Intentional Peer Support, Whole Health Action Management, Wellness Recovery Action Planning, Suicide Prevention, Disaster Behavioral Health Response, Trauma-informed care, Illness Management Recovery, et. al.

- Regularly meeting 1:1 with adults struggling with severe and persistent mental illnesses, such as schizophrenia. Working with people to support their own goals and walk beside them on the journey to recovery. By using empathy to help me understand their experience and creativity to help them overcome challenges, I was able to quickly build meaningful relationships that resulted in improved outcomes for many of my clients.
- Awarded for excellence from the Bureau of Mental Health for being a "beacon of recovery". Consistently receiving high marks for my work as a Peer Support Specialist by the Department of Health and Human Services during routine evaluations of the team and agency.
- Founded a peer support group for individuals who have experienced hearing voices, one of only two in the state of NH. Following the model established by the Hearing Voices Network, I was able to increase connection for group participants resulting in improved outcomes and reduced isolation and stigma.
- Worked to train my colleagues in areas of stigma, peer support, and hearing voices.

SKILLS & ABILITIES

- Computer Skills: Proficient in Mac and PC platforms, Microsoft Office (including Word, Excel, PowerPoint, Outlook, and Access), Adobe Creative Suite (including Photoshop, Lightroom, Bridge, Illustrator, and Indesign), iWork (Pages, Numbers, and Keynote) and iMovie.
- Excellent communication skills, superb interpersonal skills, leadership ability, and training experience, skilled in both oral and written communication.

PUBLIC SPEAKING EXPERIENCE

- This Is My Brave - Concord, NH - 2019 - I shared my own story of mental health challenges and my recovery live on stage in front of a few hundred audience members.
- In Our Own Voice - Remote - Ongoing - Worked with NAMI NH to develop my own story to fit their format and requirements. Sharing my story over zoom to a variety of audiences. All in an effort to reduce stigma.

VOLUNTEER WORK

- Former Member of the **First Episode Psychosis/Early Serious Mental Illness Committee** with NAMI in NH. Participated in the development of this initiative in NH, with a focus on creating a campaign to reduce stigma and increase connectedness for affected individuals and families in NH.
- Current Member of the **New Hampshire Mental Health Peer Alliance**. Developed a survey to be sent to individuals who self-identify as having mental health challenges to determine the priorities for the Alliance. Created marketing material and PowerPoint presentations for distribution that inform the viewer of the work of the Alliance and how they can get involved.

- Former Board of Directors Member for **New Hampshire Destination Imagination**, an organization that teaches children about creative problem solving and teamwork, while building confidence in the participants. Worked as the assistant training director, writing and presenting training to volunteers and participants.
- Current Member of the Planning and Implementation Committee led by NH DHHS for **988**, the new three-digit helpline for those experiencing a mental health crisis, which goes live in July 2022. Working specifically on Public Messaging and Communication as well as Training and Operations. Lending my voice of lived experience to the planning and implementation process.

EDUCATION

Souhegan High School - Amherst, NH – HS Diploma (09/1998-06/2002)

Tufts University at the School of the Museum of Fine Arts – Boston, MA – BFA (09/2002-05/2005)

- Majored in Photography with a Minor in Peace and Justice Studies.
- Completed 90 credits, Degree incomplete.

Southern New Hampshire University – Manchester, NH – BA (09/2019-04/2021)

- Bachelor's Degree in General Studies with a concentration in Psychology.
- 2 courses remain to earn my degree.
- 126 total credits earned and transferred in.

Sheila Richard

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Work Experience

Residential Peer Specialist

On the Road to Wellness - Manchester, NH
March 2022 to Present

- Offer One-on-One support for Step-Up Step-Down Guests
- Maintain an environment that supports recovery
- Support Peer Support principles and values using Intentional Peer Support
- Facilitate Peer Support Activities with guests

Receptionist

Families in Transition - Manchester, NH
January 2010 to October 2021

- Reception: direct phone calls; provide information on services offered in the community; greet and direct visitors
- Community Service Coordination
- Clerical duties: Scheduling, documenting; document typing; faxing, email communication, support to departments

Education

Associate in Human Services

New Hampshire Community Technical College-Laconia - New Hampshire
August 1999 to June 2021

Skills

- Clerical Experience
- Front Desk
- Phone Etiquette
- Microsoft Word

Shelby Hedlund

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY

Bachelor of Arts in Sociology

- GPA: 3.8 | President's List

Manchester, NH
Expected August 2024

QUALIFICATIONS

- New Hampshire Certified Peer Support Specialist
- Certified Wellness Recovery Action Plan (WRAP) Co-Facilitator
- Certified in Intentional Peer Support
- Certified Whole Health Action Management (WHAM) Facilitator
- Mental Health First Aide training

RELEVANT EXPERIENCE

STEP-UP STEP-DOWN PROGRAM, ON THE ROAD TO WELLNESS

Peer Support Specialist

Manchester, NH
August 2021 - Present

- Utilize Wellness Recovery Action Plan and Intentional Peer Support to care for up to three program guests.
- Reinforce program rules and values to ensure emotional and physical safety for staff and guests.
- Provide on-call support to offer guidance to coworkers in addressing crisis situations.

ON THE ROAD TO WELLNESS

Program Director

Manchester, NH
January 2018 - June 2021

- Supervised 12 staff at two locations in providing guidance in peer support tasks, executing scheduled group meetings and organized activities, and facilities maintenance.
- Managed the recruitment process of 10-20 new staff to include onboarding, training, and leading staff meetings.
- Mentored staff by discussing peer support scenarios to identify best practices and provide emotional support
- Created monthly newsletter and calendar highlighting peer support group meetings, educational events, and field trips for members to uphold state deliverables.
- Facilitated the creation of kits containing emotional support resources, educational tools and art supplies that were delivered to 50 members' homes to provide continuous care while facilities were closed due to COVID-19 pandemic.

CRISIS RESPITE, H.E.A.R.T.S PEER SUPPORT

Peer Respite Staff

Nashua, NH
February 2017 - January 2018

- Incorporated Wellness Recovery Action Plan, and Intentional Peer Support practices to provide crisis support to guests to minimize inpatient hospitalizations.

Casey Ruane

[REDACTED]

Highly motivated, diligent, and honest aspiring professional willing to learn and eager to work.

Work Experience

Peer Support Driver

On The Road to Wellness-Derry, NH
June 1, 2021 to present

Contact members in advance to schedule their transportation needs. Schedule and map the route(s) necessary to fulfill transportation needs. Pick up residents from their homes to the Center at the beginning of the day. Work with adults who have mental health challenges or a co-occurring disorder. Be willing to share my life experience while being aware that each person's road to recovery is unique. Complete all required documentation in a timely manner on a daily basis. Participate in team meetings, trainings and peer events and promote a recovery perspective.

Maintenance

PetSmart - Salem, NH
August 2018 to November 2019

Responsibilities included sweeping, use of the commercial floor scrubbing/buffing machine, keeping restrooms stocked and cleaned, sanitizing pet areas, stocking shelves and overall assistance where needed.

Food Service/Delivery Driver

Giovanni's Pizza - Salem, NH
September 2015 to June 2016

My daily responsibilities were offering exceptional customer service while taking and delivering orders in a timely manner. Navigation and organizational skills were needed and utilized.

Food Service Worker

Papa Gino's - Hudson, NH
September 2014 to October 2015

My responsibilities included providing exceptional customer service while taking and delivering orders with accuracy.

Sales Associate

RadioShack - Derry, NH
September 2012 to January 2013

Cashiering, sales and customer service, Planograms, stocking shelves and maintaining cleanliness of store.

Education

Associate's Degree in Liberal Arts

Northern Essex Community College - Haverhill, MA
September 2005 to May 2007

Skills

Hardworking, Attention to detail, Independent, Self-Directed, Works well with others

Janet Pushor

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sept 2019 to Now (April 2022)

Peer Support Specialist at On the Road to Wellness

45 South Main Street Derry, NH

Planning 45 minute educational/entertaining groups

Cleaning and maintaining the center

Listening to members and have an understanding of the benefits available in the area.

Special Training

Diversity and Cultural Competence

IPS training

Promoting Resiliency through Peer Support Whole Health

Action Planning for Prevention and Recovery

A half a dozen Co-Reflections

October 2004 – 2019

Certified Caregiver, First Aid trained.

Alliance Home Health Care

Hampstead NH. 603-3298288

Owner/Manager Mark Sweeny

Home Health Aide

In home health aide. Helping with everything from companionship to total personal care.

September 2004 - October 2004

[REDACTED]
[REDACTED]
Private employer

Personal Care Assistant

[REDACTED] suffered from PICS disease. A dementia that destroys the frontal lobe.

She displayed aggressive bizarre behavior. ASSIST in bathing and all grooming, toileting, feeding. Helped with use of incontinence items. Cooked, cleaned and ran errands for the family. Started at two days a week, progressed to five days a week eight hours a day.

January 2001- August 2001

[REDACTED]
Private employer

Personal Care ASSISTant

[REDACTED] was suffering from emphysema.

Assisted in transfers, bathing, toileting, dressing and light housework.

January 2001 - October 2001

[REDACTED]
Private employer

[REDACTED]
Personal Care Assistant

[REDACTED] is a stroke victim.

Assisted with range of motion, physical therapy and speech therapy.

Cooked and served lunch. Helped with bathing dressing and grooming.

Two days a week, three hours a day.

September 1997 - June 2001

Pine Run Elder Reach

Home Health Care Service 215-348-7770

Caregiver

Tender Care Home Health Agency

Derry NH. 603-434-2535

Personal Care Assistant

Companion and light housekeeping for elderly client. Two hours a day, five days a week.

September 2004 - October 2006

Silverthorne Adult Day Care

Salem, NH. 603-893-4799

Activities Mgr

Lead in exercises for the body and mind.

Serve lunch and see to toileting needs.

January 2002 - August 2004

Alterra Clare Bridge Cottage

Memory loss care facility

Dublin, PA. 215-249-1700

Resident Assistant

3-11 shift

ASSist with toileting, feeding, bathing grooming,

entertaining and putting to bed 26 residents

with varying degrees of dementia.

May 2003 - August 2004


Private employer

Personal Care ASSistant

 is a stroke victim. Left side is affected. Assisted with range of motion, physical therapy, transfer, bathing, and dressing. Five days a week, three hours a day.

May 2000 - June 2002

[REDACTED]
Private employer

Personal Care Assistant

[REDACTED] suffered from Pics disease. A dementia that destroys the frontal lobe.

She displayed aggressive bizarre behavior. ASSIST in bathing and all grooming, toileting, feeding. Helped with use of Incontinence Items. Cooked, cleaned and ran errands for the family. Started at two days a week, progressed to five days a week eight hours a day.

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Cooked and served lunch. Helped with bathing dressing and grooming.
Two days a week, three hours a day.

September 1997 - June 2001

Pine Run Elder Reach

Home Health Care Service 215-348-7770

Caregiver

Trained to go into the community to assist the elderly still living at home to ensure they were safe and healthy.

Duties included total personal care, light housekeeping, cooking, transfers, driving clients to appointments, etc.

1972 - 1997

Worked in various retail stores as Manager, Assistant Manager sales person and stock clerk.

Mallory Manning

Education:

Londonderry High School, Londonderry, NH June 2014
Northern Essex Community College, Haverhill, MA
Associate's Degree in Liberal Arts May 2019

Certifications

Peer Specialist July 2021

Work Experience:

Ticket Sales for Athletic Events January 2012-October 2013
Windham High School, Windham, NH
I sold tickets and calculated change for many customers in a limited time

Hostess March 2014-August 2014

Cracker Barrel Old Country Store, Derry, NH
Maintain an equal number of customers for each server
Market special menu items to guests
Service customer complaints
I have seated over 100 guests in less than 30 minutes

Hostess

Airport Diner, Manchester, NH April 2015-July 2015

Maintain an equal number of customers for each server
Service customer complaints
Answer telephone calls
Take to-go orders and room service orders for the connecting hotel
Cashier
Deliver room service orders to hotel
Assist servers

Cashier

Hazelton Orchards, Chester, NH December 2016-November 2017

Cashier
Restock produce
Run pick-your-own stand

- Create visual advertisements
- Service customer complaints
- Assist in taking down netting over blueberry fields at the end of the season

Peer Support Facilitator

March 2019-April 2021

On The Road to Wellness, Derry, NH

- Facilitate peer support groups
- Make and answer outreach calls with new and existing members
- Make lunch for members
- Various cleaning tasks
- Run workshop during retreat event
- Member of re-opening committee following COVID-19
- Hold key to cashbox and give out and record employee reimbursement for supplies
- Create "Member of the Month" board for members of the month
- Participate in one-on-one peer support with members
- Represent the center at town events
- Update job board
- Maintain a friendly and welcoming attitude
- Run a group at the Cypress Center about the Wellness Recovery Action Plan
- Show visitors around the center and inform them about programming
- Explain programming to members of the community at "Derryfest" town event

Team Leader

On The Road to Wellness, Derry, NH

April 2021-Current

- Hold all responsibilities of a peer support facilitator
- Delegate information from the Director of Operations to all members of the Derry staff
- In charge of training new hires
- Create the schedule for Derry staff
- Assist Director of Operations in planning educational events and field trips
- Create an activity for the "DerryFest" town event
- Create a winter clothing drive outreach event
- Run community meetings
- Respond to Facebook messages from potential members
- Create social media posts for the organization
- Organize monthly paperwork for statistics
- Schedule and run Derry staff meetings

Peer Support Driver

On The Road to Wellness, Derry, NH

August 2021-Current

- Drive members home at the end of the day

Pick-up members in the mornings when the morning driver is out
Drive members to field trips and other off-site events
Deliver newsletters to local businesses and organizations
Bring recyclables to the Derry Transfer Station
Pick up and deliver supplies from the Manchester Center to the Derry Center

Trainings:

Conflict Resolution	May 2019
2 Day WRAP Seminar I	November 2019
Intentional Peer Support Core	December 2019
Promoting Resiliency through Peer Support Whole Health	April 2021
NSC Defensive Driving Course	August 2021
Diversity and Cultural Competence	October 2021

Technical Skills:

Microsoft Office: Word, Excel, PowerPoint, Publisher
Social Media: YouTube, Facebook, Instagram, Twitter, TikTok, Reddit

RENEE ROUTHIER

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SUMMARY OF QUALIFICATIONS:

Certified Peer Specialist looking for a position in Peer Support: doing, but not limited to, Facilitation of groups, one-on-one peer support, outreach calling, activities, etc.

Skill Proficiencies

- Certified Peer Specialist
- Intentional Peer Support
- WRAP
- WHAM
- One-on-one peer support
-

EDUCATION

Credits earned in Accounting/Finance equal to Junior year in College

Southern New Hampshire University, Manchester, NH

PROFESSIONAL EXPERIENCE

On The Road To Wellness 5/2018 to present

Peer Support Facilitator

Planning and facilitating peer support groups both informational and fun.

Worked as a Team Leader for a short time.

Outreach Calling to check on members and their wellbeing.

One-on-one peer support of members and others who attend the Center or call in.

Balancing the cash for the café, buying the supplies, doing banking to cash in ones and coins.

Hitachi Cable America, Inc. 9/2016 to 5/2017

Payable/Payroll Assistant

Processing Accounts Payable in proven batches, proving statements from vendors and communicating with vendors researching problems with invoices.

Processing Payroll with time card information in ADP on a weekly basis including, but not limited to, proving timecards, processing advances, processing changes in deductions, etc...

Also assisted with Receptionist duties.

Continued...

Accountemps/Robert Half International, Inc.

11/2015-9/2016

Accounts Payable/Payroll Assistant

Processing Accounts Payable in proven batches, proving statements from vendors and communicating with vendors researching problems with invoices.

Processing Payroll with time card information in ADP on a weekly basis including, but not limited to, proving timecards, processing advances, processing changes in deductions, etc...

Also assisted with Receptionist duties. This was a temp to hire position.

Town of Derry, NH

3/2006 to 3/2016

Supervisor of the Checklist

- responsibilities include registering voters, running the registration portion at the polls, doing change requests, answering questions on voting registration and the like. Chairman for the last 4 years.

Self employed Bookkeeper and Tax preparer

1/2003 to present

- responsibilities included bank reconciliation, accounts payable, accounts receivable, input into Quickbooks, general ledger and financial reporting to customer.

Circle of L.I.F.E.

9/2006 through 4/2008

Driver/Arts & Crafts Instructor/Computer Class Instructor

- Drove 60 mile one way pick up route to bring psychologically disabled persons to activities and classes at the Circle of L.I.F.E. Later changed to instructing Arts & Crafts class where I planned activities and
- instructed members on completing the crafts. Also taught the Computer class by teaching use of Windows, handling and assembling hardware and Microsoft Word use.

Accountemps

2005

Accounting/Bookkeeping Assignment

Temporary Agency assigned me to a lawyer's office to

- Perform Accounts Receivable reconciliations, Bank reconciliations and any other detailed research needed for their and client's books.

Key Contributions:

- Detailed research in balancing over a year's worth of bank reconciliations
- Detailed research and matching of Accounts Receivable and bank transactions

MayzieLynn Leeman



Work Experience

McDonalds Crew Member

McDonald's - Manchester, NH

July 2020 to December 2020

Education

High school diploma

Skills

- Food service
- Stocking
- Basic math
- Cleaning
- Retail sales
- Driving
- Cooking
- Cashiering
- Customer Service
- Organizational Skills
- Supervising Experience
- Sales
- Customer support

