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

SD

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

June 13, 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, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend existing contracts with the Contractors listed in **bold** below to continue face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters, by exercising a renewal option, by extending the completion dates from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval with no change to the total price limitation of \$175,000. 100% Other Funds (Governor's Commission Funds).

The original contracts were approved by Governor and Council on June 30, 2021, Item #20.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Granite Pathways	228900	Portsmouth	\$43,750	\$0	\$43,750
Greater Seacoast Community Health	154703	Seacoast Area	\$43,750	\$0	\$43,750
Archways, formerly known as Greater Tilton Area Family Resource Center	310158	Concord Area	\$43,750	\$0	\$43,750
Friends of Recovery, New Hampshire DBA Hope for New Hampshire Recovery	159129	Greater Manchester	\$43,750	\$0	\$43,750
		Total:	\$175,000	\$0	\$175,000

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, 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 Fiscal Detail

EXPLANATION

The purpose of this request is for the Recovery Community Organizations to continue providing face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters.

Some individuals experiencing homelessness exhibit signs of being under the influence of alcohol or other drugs. During the COVID-19 pandemic many substance use disorder services were only available virtually. As a result, individuals who are homeless could have become more isolated.

Peer recovery support is believed to be one of the most effective forms of outreach to individuals experiencing homelessness. A relationship develops between an individual experiencing homelessness and a peer in recovery who has experienced similar hardship. Peer recovery coaches who are trained and supervised by a Recovery Community Organization are in the best position to provide outreach because of their personal experiences and their connections to recovery services and supervision.

Approximately 300 individuals will be served during State Fiscal Year 2023.

The Contractors listed in bold above will continue to assist individuals experiencing homelessness who respond positively to outreach activities to overcome barriers to accessing resources and will work with the individuals to help them remain engaged in recovery activities.

The Department will continue to monitor services by reviewing monthly reports submitted by the Contractors.

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

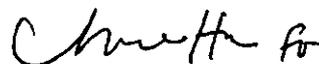
Should the Governor and Executive Council not authorize this request, homeless people in New Hampshire may not have access to services to address health, housing, and substance use disorders.

Areas served: Statewide

Source of Funds: 100% Other Funds (Governor's Commission Funds)

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Attachment A
Financial Details

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

Greater Seacoast Community Health V#154703 PO #1081549

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for Prog Svc	\$43,750	\$0	\$43,750
2023	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$43,750	\$0	\$43,750

Granite Pathways V#228900 PO #1081550

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for Prog Svc	\$43,750	(\$7,423)	\$36,327
2023	102-500731	Contracts for Prog Svc	\$0	\$7,423	\$7,423
Sub-total			\$43,750	\$0	\$43,750

Attachment A
Financial Details

Greater Tilton Area Family Resource			V#310158	PO #1081551	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for Prog Svc	\$43,750	(\$8,324)	\$35,426
2023	102-500731	Contracts for Prog Svc	\$0	\$8,324	\$8,324
Sub-total			\$43,750	\$0	\$43,750

Friends of Recovery-NH			V#159129	PO #1081553	
State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2022	102-500731	Contracts for Prog Svc	\$43,750	(\$23,025)	\$20,725
2023	102-500731	Contracts for Prog Svc	\$0	\$23,025	\$23,025
Sub-total			\$43,750	\$0	\$43,750

Total by Year					
Total SFY22			\$175,000	(\$38,772)	\$136,228
Total SFY23			\$0	\$38,772	\$38,772
Grand Total			\$175,000	\$0	\$175,000

Total by Agency		SFY22	SFY23	SFY23	Total
Greater Seacoast Community Health	PO #1081549	\$43,750	\$0	\$0	\$43,750
Granite Pathways	PO #1081550	\$43,750	(\$7,423)	\$7,423	\$43,750
Greater Tilton Area Family Resource	PO #1081551	\$43,750	(\$8,324)	\$8,324	\$43,750
Friends of Recovery-NH	PO #1075470	\$43,750	(\$23,025)	\$23,025	\$43,750
Total by Agency		\$175,000	(\$38,772)	\$38,772	\$175,000

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

This Amendment to the Peer Recovery Outreach to Homeless Shelters and Encampments contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite Pathways, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023

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

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

State of New Hampshire
Department of Health and Human Services

6/9/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

6/9/2022

Date

Granite Pathways, Inc.

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2022

Date

DocuSigned by:

Robyn Guarino

748734844044460

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

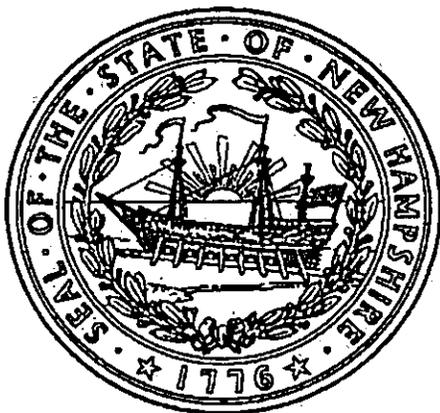
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE PATHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 613581

Certificate Number: 0005778000



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th 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, William Rider, 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 Granite Pathways
(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 MAY 25, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Granite Pathways 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: 05-25-2022

William T. Rider
Signature of Elected Officer
Name: William T. Rider
Title: INTERIM BOARD CHAIR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2021

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

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

PRODUCER USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604 914 459-6200	CONTACT NAME: Faith Keegan PHONE (A/C, No, Ext): 914 459-6200 FAX (A/C, No): 610 537-4220 E-MAIL ADDRESS: Faith.Keegan@usi.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Specialty Ins Co.</td> <td>22276</td> </tr> <tr> <td>INSURER B : Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Ins Co.	22276	INSURER B : Technology Insurance Company, Inc.	42376	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED Granite Pathways, Inc. c/o The Fedcap Group, Inc. 633 3rd Avenue, 6th Floor New York, NY 10017-6943														

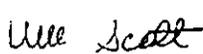
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	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:			47SPK25564206	09/30/2021	09/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			47RWS14808207 all other states 47SMA14808007 MA only	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			47SUM14808307	09/30/2021	09/30/2022	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4053852	12/08/2021	12/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			47SPK25564206	09/30/2021	09/30/2022	\$1M Per Occ/ \$3M Agg
A	Sexual Abus/Moles			47SPK25564206	09/30/2021	09/30/2022	\$1M Per Occ/ \$3M Agg

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

Evidence of Insurance

CERTIFICATE HOLDER State of New Hampshire, Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



MISSION STATEMENT

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

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

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

The FEDCAP Group

September 30, 2021 and 2020

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GRANT THORNTON LLP
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New York, NY 10017

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
The FEDCAP Group:

We have audited the accompanying consolidated financial statements of The FEDCAP Group (collectively, "FEDCAP") which comprise the consolidated statements of financial position as of September 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

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

Auditor's responsibility

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

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

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



Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The FEDCAP Group as of September 30, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other matters

Supplementary information

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

Grant Thornton LLP

New York, New York
February 2, 2022

The FEDCAP Group
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of September 30,

	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	\$ 42,982,639	\$ 24,926,770
Accounts receivable (net of allowance for doubtful accounts of approximately \$7,794,000 in 2021 and \$4,394,000 in 2020)	57,363,861	56,865,665
Contributions and grants receivable (net of allowance for uncollectible contributions of approximately \$250,000 in 2021 and 2020)	1,968,683	2,131,974
Inventories, net	464,262	407,002
Prepaid expenses and other assets	10,744,090	8,321,637
Total current assets	113,523,535	92,653,048
Investments	11,004,556	9,317,759
Goodwill, net	758,574	842,860
Property, plant and equipment, net	81,797,004	84,033,493
Beneficial interest in trusts	5,478,830	4,713,515
Other assets	2,489,899	478,067
Total assets	\$ 215,052,398	\$ 192,038,742
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued liabilities	\$ 36,996,755	\$ 30,200,021
Deferred revenues	11,832,483	6,066,207
Advances from government agency	749,426	3,620,421
Current portion of obligations under capital leases	597,696	2,159,924
Current portion of Paycheck Protection Program notes payable	7,121,362	-
Current portion of notes payable	1,313,631	1,501,527
Total current liabilities	58,611,353	43,548,100
Capital lease obligations	35,145,994	34,181,372
Notes payable	25,655,630	30,515,955
Revolving loans	28,173,061	26,653,273
Paycheck Protection Program notes payable	3,163,579	12,481,054
Other liabilities	20,758,201	6,586,501
Total liabilities	171,507,818	153,966,255
Commitments and contingencies		
Net assets		
Without donor restrictions	33,166,395	29,925,809
Without donor restrictions - non-controlling interest	973,877	(440,118)
With donor restrictions	9,404,308	8,586,796
Total net assets	43,544,580	38,072,487
Total liabilities and net assets	\$ 215,052,398	\$ 192,038,742

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

The FEDCAP Group

CONSOLIDATED STATEMENTS OF ACTIVITIES

For the years ended September 30,

	2021			2020		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues						
Contract services and products	\$ 117,740,604	\$ -	\$ 117,740,604	\$ 112,977,906	\$ -	\$ 112,977,906
Rehabilitation and vocational programs	198,546,052	-	198,546,052	153,984,201	-	153,984,201
Contribution and grant revenues	4,485,739	603,890	5,089,629	5,619,460	-	5,619,460
Inherent contribution	-	-	-	263	-	263
Gain on Paycheck Protection Program loan forgiveness	5,379,479	-	5,379,479	-	-	-
Realized and unrealized gains on investments	2,006,171	327,535	2,333,706	391,942	201,169	593,111
Interest income	528,690	-	528,690	205,383	-	205,383
Miscellaneous revenue	972,885	-	972,885	130,321	-	130,321
Net assets released from restrictions	113,913	(113,913)	-	113,913	(113,913)	-
Total revenues	329,773,533	817,512	330,591,045	273,423,389	87,256	273,510,645
Expenses						
Program services						
Contract services and products	99,587,090	-	99,587,090	97,048,935	-	97,048,935
Rehabilitation and vocational programs	162,442,512	-	162,442,512	136,046,180	-	136,046,180
	262,029,602	-	262,029,602	233,095,115	-	233,095,115
Supporting services						
Management and general	60,770,707	-	60,770,707	36,383,728	-	36,383,728
Development	2,318,643	-	2,318,643	3,598,260	-	3,598,260
	63,089,350	-	63,089,350	39,981,988	-	39,981,988
Total expenses	325,118,952	-	325,118,952	273,077,103	-	273,077,103
CHANGE IN NET ASSETS	4,654,581	817,512	5,472,093	346,286	87,256	433,542
Net assets at beginning of year	29,485,691	8,586,796	38,072,487	29,139,405	8,499,540	37,638,945
Net assets at end of year	\$ 34,140,272	\$ 9,404,308	\$ 43,544,580	\$ 29,485,691	\$ 8,586,796	\$ 38,072,487

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

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2021

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 77,223,909	\$ 82,136,922	\$ 159,360,831	\$ 15,795,496	\$ 1,308,284	\$ 17,103,780	\$ 176,464,611
Professional fees	203,519	35,240,097	35,443,616	6,407,491	348,363	6,755,854	42,199,470
Professional development and evaluation	-	692,113	692,113	577,706	4,683	582,389	1,274,502
Materials and supplies	2,567,509	2,822,303	5,389,812	253,172	16,047	269,219	5,659,031
Commissions	2,770,045	2,710	2,772,755	4,164	-	4,164	2,776,919
Telephone	166,776	1,046,799	1,213,575	1,524,244	5,754	1,529,998	2,743,573
Postage and shipping	91,547	98,929	190,476	83,354	13,222	96,576	287,052
Insurance	1,282,116	1,121,271	2,403,387	473,518	21,286	494,804	2,898,191
Occupancy costs	2,037,079	12,115,673	14,152,752	9,800,230	181,507	9,981,737	24,134,489
Equipment rental and maintenance	852,519	389,716	1,242,235	306,305	36,972	343,277	1,585,512
Equipment purchases	244,569	63,309	307,878	134,246	-	134,246	442,124
Client transportation and travel	267,616	526,329	793,945	190,506	-	190,506	984,451
Subscription and printing	22,576	255,683	278,259	662,894	46,180	709,074	987,333
Technology	279,043	1,132,971	1,412,014	4,002,260	21,000	4,023,260	5,435,274
Interest expense	-	31,336	31,336	3,759,121	-	3,759,121	3,790,457
Bank charges and processing fees	-	52,667	52,667	1,485,620	15,968	1,501,588	1,554,255
Bad debt provision	-	2,902,675	2,902,675	5,815,450	-	5,815,450	8,718,125
Subcontractor expense	11,262,008	9,955,313	21,217,321	1,090,203	2,189	1,092,392	22,309,713
Stipends	47,729	3,898,979	3,946,708	112,074	1,590	113,664	4,060,372
Security guard expense	8,358	157,238	165,596	28,438	347	28,785	194,381
Other	-	6,916,864	6,916,864	3,089,723	286,284	3,376,007	10,292,871
Total expenses before depreciation and amortization	99,326,918	161,559,897	260,886,815	55,596,215	2,309,676	57,905,891	318,792,706
Depreciation and amortization	260,172	882,615	1,142,787	5,174,492	8,967	5,183,459	6,326,246
Total expenses	\$ 99,587,090	\$ 162,442,512	\$ 262,029,602	\$ 60,770,707	\$ 2,318,643	\$ 63,089,350	\$ 325,118,952

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

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2020

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 74,358,692	\$ 82,121,469	\$ 156,480,161	\$ 13,141,708	\$ 1,478,745	\$ 14,620,453	\$ 171,100,614
Professional fees	152,185	20,662,291	20,814,476	2,260,231	794,585	3,054,816	23,869,292
Professional development and evaluation	11,472	360,983	372,455	227,206	5,382	232,588	605,043
Materials and supplies	3,445,688	2,007,974	5,453,662	146,699	15,591	162,290	5,615,952
Commissions	2,514,416	12,459	2,526,875	-	-	-	2,526,875
Telephone	86,175	331,392	417,567	1,002,765	5,194	1,007,959	1,425,526
Postage and shipping	171,723	78,718	250,441	92,182	131,337	223,519	473,960
Insurance	1,034,048	1,272,779	2,306,827	846,226	22,442	868,668	3,175,495
Occupancy costs	2,250,654	10,961,025	13,211,679	2,836,553	178,884	3,015,437	16,227,116
Equipment rental and maintenance	967,444	608,978	1,576,422	254,953	35,717	290,670	1,867,092
Equipment purchases	320,484	119,100	439,584	41,580	1,036	42,616	482,200
Client transportation and travel	242,530	1,490,685	1,733,215	415,420	88,195	503,615	2,236,830
Subscription and printing	49,070	296,847	345,917	503,126	40,841	543,967	889,884
Technology	329,854	1,683,260	2,013,114	2,264,647	31,918	2,296,565	4,309,679
Interest expense	-	18,609	18,609	4,219,963	-	4,219,963	4,238,572
Bank charges and processing fees	79,239	43,677	122,916	741,665	17,144	758,809	881,725
Bad debt expense	-	193	193	1,204,034	-	1,204,034	1,204,227
Subcontractor expense	10,632,908	7,420,600	18,053,508	2,222,177	13,421	2,235,598	20,289,106
Stipends	26,605	3,805,756	3,832,361	59,704	11,362	71,066	3,903,427
Security guard expense	1,200	221,556	222,756	27,602	224	27,826	250,582
Other	67,224	1,586,078	1,653,302	248,172	717,277	965,449	2,618,751
Total expenses before depreciation and amortization	96,741,611	135,104,429	231,846,040	32,756,613	3,589,295	36,345,908	268,191,948
Depreciation and amortization	307,324	941,751	1,249,075	3,627,115	8,965	3,636,080	4,885,155
Total expenses	\$ 97,048,935	\$ 136,046,180	\$ 233,095,115	\$ 36,383,728	\$ 3,598,260	\$ 39,981,988	\$ 273,077,103

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

The FEDCAP Group
CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended September 30,

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Change in net assets	\$ 5,472,093	\$ 433,542
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	6,241,960	4,885,155
Amortization of goodwill	84,286	118,911
Bad debt provision	8,718,125	1,204,227
Realized and unrealized gains on investments	(2,333,706)	(593,111)
Paycheck Protection Plan loan forgiveness	(5,379,479)	-
Changes in assets and liabilities:		
Accounts receivable	(9,216,321)	(3,517,454)
Contribution receivable	163,291	2,320,367
Inventories	(57,260)	(295,309)
Prepaid expenses and other assets	(3,900,483)	334,198
Beneficial interest in remainder trust	(765,315)	(201,170)
Accounts payable and accrued liabilities	6,796,735	(9,401,336)
Deferred revenue	5,766,276	4,293,777
Other liabilities	14,171,700	2,311,645
	<u>25,761,902</u>	<u>1,893,442</u>
Net cash provided by operating activities		
Cash flows from investing activities:		
Proceeds from sale of investments	192,628	505,011
Purchase of investments	(254,774)	(525,747)
Cash paid in acquisition	-	(200,000)
Cash received in acquisition	145,163	-
Capital expenditures	(3,975,471)	(2,179,498)
	<u>(3,892,454)</u>	<u>(2,400,234)</u>
Net cash used in investing activities		
Cash flows from financing activities:		
(Decrease) increase in advances from government agencies	(2,870,995)	3,187,024
Change in revolving loans	1,519,789	-
Proceeds from Paycheck Protection Plan notes payable	3,183,453	12,481,054
Proceeds from notes payable	-	531,218
Repayment of notes payable	(5,048,220)	-
Repayment of capital lease obligations	(597,606)	(587,196)
	<u>(3,813,579)</u>	<u>15,612,100</u>
Net cash (used in) provided by financing activities		
INCREASE IN CASH AND CASH EQUIVALENTS	18,055,869	15,105,308
Cash and cash equivalents:		
Beginning of year	<u>24,926,770</u>	<u>9,821,462</u>
End of year	<u>\$ 42,982,639</u>	<u>\$ 24,926,770</u>
Supplemental disclosure of cash flow information:		
Cash interest paid during the year	<u>\$ 2,738,964</u>	<u>\$ 2,722,157</u>

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES

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

FRS is a private, nonprofit organization incorporated under the laws of New York State. FRS is exempt from federal income taxes under Section 501(c)(3) of the IRC.

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

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

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

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

ReServe is a nonprofit entity located in New York City that matches continuing professionals age 55+ with organizations that need their expertise. Reserve provides direct services, administrative support, and capacity-building expertise in schools, social service agencies, cultural institutions, and public agencies.

CWS is a nonprofit corporation located in Boston, Massachusetts, whose mission is to help people who have barriers to work obtain employment and achieve greater self-sufficiency through job training, placement, and support services.

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

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

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

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

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

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

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

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

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

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

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

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

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

Fedcap Employment Limited ("FED") was established under the laws of the United Kingdom. FED delivers employability solutions across the United Kingdom to build communities through a blend of local frontline professional teams and like-minded supply chain partners. Fedcap UK is the sole corporate member of FED.

Fedcap Employment Scotland Limited ("FES") was established under the laws of Scotland in the United Kingdom. FES delivers employability solutions across Scotland to build communities through a blend of local frontline professional teams and like-minded supply chain partners. Fedcap UK is the sole corporate member of FES.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

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

On December 17, 2019, FRS formed Fedcap Apex Acquisition LLC, which executed an asset purchase agreement effective September 18, 2020 for the assets and liabilities of Breton International, Inc. (a/k/a Apex Technical School). Apex Technical School ("APEX") is an adult vocational technical school and offers seven certificate courses designed to focus on basic trade skills and labor skills for its students.

On January 10, 2020, Fedcap Canada was established as a not-for-profit organization according to the Canada Not-for profit Corporations Act. Fedcap Canada was founded to advance the economic and social well-being of the impoverished and disadvantaged by providing educational services, vocational rehabilitation, job training and job placement services. The Parent is the sole corporate member of Fedcap Canada.

On May 1, 2021, The Fedcap Group acquired Civic Hall Labs, Inc., a learning and collaboration platform focused on advanced technology and problem-solving for the public good.

On September 23, 2021, Civic Hall Labs, Inc., acquired New York Tech Alliance ("NYTA"), an organization that supports the technology community and ecosystems in our hometown, with the goal of creating the most diverse, equitable and accessible tech ecosystems in the world.

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

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

FEDCAP classifies its net assets in the following categories:

Net Assets without Donor Restrictions

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

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

Net Assets with Donor Restrictions

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

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

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

Changes in net assets without donor restrictions and the non-controlling interest in Start Scotland Limited during the years ended September 30, 2021 and 2020 is summarized below:

	Total Without Donor Restrictions	Without Donor Restrictions	Non-controlling Interest
Balance, September 30, 2019	\$ 29,139,405	\$ 29,006,372	\$ 133,033
Change in net assets from operations	<u>346,286</u>	<u>919,437</u>	<u>(573,151)</u>
Balance, September 30, 2020	29,485,691	29,925,809	(440,118)
Change in net assets from operations	<u>4,654,581</u>	<u>3,240,586</u>	<u>1,413,995</u>
Balance, September 30, 2021	<u>\$ 34,140,272</u>	<u>\$ 33,166,395</u>	<u>\$ 973,877</u>

Cash Equivalents

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

Revenue Recognition

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

FEDCAP has identified contract services and products revenues and rehabilitation and vocational program revenues as revenue categories subject to ASC 606. FEDCAP recognizes revenues from contracts with customers, as goods or services are transferred or provided in accordance with ASC 606.

Payments received in advance of FEDCAP satisfying its performance obligations are recorded within deferred revenue in the accompanying consolidated statements of financial position (\$10,506,683 and \$4,951,251, as of September 30, 2021 and 2020, respectively). The changes in deferred revenue were caused by normal timing differences between the satisfaction of performance obligations and customer payments.

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

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

Contract Services and Products

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

Rehabilitation and Vocational Programs

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

As of September 30, 2021, FEDCAP has provided for a contract loss liability in the amount of \$2,069,284 which represents the excess of costs to complete the remaining performance obligations of the contract over the consideration to be received for the remainder of the contract. The liability is reflected within other liabilities on the accompanying 2021 consolidated statement of financial position and the corresponding expense is reflected within other expenses on the accompanying 2021 consolidated statement of functional expenses.

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as net assets with donor restrictions. Contributions with donor restrictions that are received and met in the same fiscal year are recorded as contribution revenues without donor restrictions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions as "net assets released from restrictions" in the consolidated statements of activities. Conditional contributions are recognized as revenue when the conditions on which they depend are substantially met. Conditional contributions received in advance of meeting the associated contributions are recorded as deferred revenue on the accompanying consolidated statements of financial position (\$1,325,800 and \$1,114,956, as of September 30, 2021 and 2020, respectively). There were no outstanding conditional contributions yet to be received as of September 30, 2021 or 2020.

FEDCAP recognizes revenue from contributions, grants and contracts in accordance with Accounting Standards Update ("ASU") 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Accordingly, FEDCAP evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, FEDCAP applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, FEDCAP evaluates whether the contribution is conditional based

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

upon whether the agreement includes both (1) one or more barriers that must be overcome before FEDCAP is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Receivables and Allowance for Doubtful Accounts

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

Inventories

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

Fixed Assets

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

Functional Allocation of Expenses

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

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide for commissions to be paid to these organizations in the range of 0.87% to 3.9% of the contract amount. Commissions paid relating to these contracts amounted to \$2,776,919 and \$2,526,875 for the years ended September 30, 2021 and 2020, respectively, and are included within contract services and products expense in the accompanying consolidated statements of activities.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These estimates and assumptions relate to estimates of collectability of accounts receivable, accruals, useful life of property, plant, and equipment, and impairment of long-lived assets. Actual results could differ from those estimates.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

Fair Value Measurements

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

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

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

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

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

Beneficial Interest in Trusts

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

At September 30, 2021 and 2020, FEDCAP's beneficial interest in trusts are reflected at fair value in the accompanying consolidated statements of financial position and are classified as Level 3 within the fair value hierarchy.

	2021	2020
Balance, beginning of year	\$ 4,713,515	\$ 4,512,345
Contributions/additions	-	-
Distributions	(132,237)	(53,160)
Appreciation	897,552	254,330
Balance, end of year	<u>\$ 5,478,830</u>	<u>\$ 4,713,515</u>

Impairment of Long-lived Assets

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

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

Tax-Exempt Status

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

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

While FEDCAP does not pay income tax within the United States, it does accrue Value-Added-Tax (VAT) for liabilities its United Kingdom subsidiaries incur on goods and services purchased overseas. The amount of VAT liability accrued within the accompanying consolidated financial statements for the year ending September 30, 2021, is \$5,951,677 and is reported in other liabilities on the accompanying 2021 consolidated statement of financial position.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

Goodwill

Goodwill was established through the acquisition of APEX in 2020 and KS in 2019. The value reported on the consolidated statements of financial position represents the residual difference between the consideration paid and the fair value of the net assets acquired. FEDCAP has elected under relevant guidance to amortize goodwill on a straight-line basis over 10 years and to perform a goodwill impairment analysis at the entity or reporting unit level when a triggering event occurs that indicates the fair value of the entity or reporting unit may be below its carrying amount. No impairment charges were recorded during fiscal 2021 or 2020.

NOTE 3 - CONTRIBUTIONS AND GRANTS RECEIVABLE

At September 30, 2021 and 2020, contributions and grants receivable consisted of receivables amounting to \$2,218,683 and \$2,381,974, respectively, net of an allowance for doubtful accounts of \$250,000 for each year. Contributions and grants receivable as of September 30, 2021 and 2020 are expected to be collected within one year.

Approximately 27% and 35% of the contributions and grants receivable (gross) is due from one donor at September 30, 2021 and 2020, respectively.

NOTE 4 - INVESTMENTS

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

	2021	2020
Money market funds	\$ 600,570	\$ 320,331
Mutual funds	10,403,986	8,997,428
	<u>\$ 11,004,556</u>	<u>\$ 9,317,759</u>

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

NOTE 5 - INVENTORIES, NET

Inventories consisted of the following at September 30:

	2021	2020
Inventories		
Raw materials	\$ 390,158	\$ 308,727
Work-in-process and finished goods	164,104	188,275
Reserve	(90,000)	(90,000)
	<u>\$ 464,262</u>	<u>\$ 407,002</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

NOTE 6 - PROPERTY, PLANT AND EQUIPMENT, NET

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

	<u>2021</u>	<u>2020</u>
Land	\$ 1,617,809	\$ 1,617,809
Building improvements	4,496,457	4,325,368
Buildings	40,172,758	40,342,758
Capital lease - building	35,918,547	35,918,547
Furniture, fixtures and computer systems	23,142,700	20,366,303
Leasehold improvements	9,945,974	10,284,087
	<u>115,294,245</u>	<u>112,854,872</u>
Less: accumulated depreciation	<u>(33,497,241)</u>	<u>(28,821,379)</u>
	<u>\$ 81,797,004</u>	<u>\$ 84,033,493</u>

Depreciation and amortization expense for the years ended September 30, 2021 and 2020 was \$6,241,960 and \$4,885,155, respectively.

NOTE 7 - CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%. FRS accounted for this agreement as a capital lease, and as such, the related cost of \$35,918,547 representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within property, plant and equipment, net in the accompanying consolidated statements of financial position at September 30, 2021 and 2020. Depreciation expense of \$1,238,571 was recorded in fiscal years 2021 and 2020. The outstanding principal balance on the lease, inclusive of accrued interest expense, as of September 30, 2021 and 2020, is \$35,480,647 and \$35,892,124, respectively.

In 2015 and 2016, ESCT obtained financing pursuant to a capital lease to finance equipment in the amount of \$109,418, principal and interest are paid monthly. As of September 30, 2021, the asset was fully depreciated and the lease liability was paid off in full. The outstanding principal balance on the lease as of September 30, 2020, was \$5,250. The interest rate varied from 0% - 0.99%.

During fiscal 2018, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$128,298, principal and interest are paid monthly. As of September 30, 2021, and 2020, the accumulated depreciation balance was \$112,551 and \$86,892, respectively. The outstanding principal balance on the lease as of September 30, 2021 and 2020 was \$16,383 and \$42,042, respectively. The maturity dates are through June 30, 2022 and the interest rates are fixed at 6.7% and 8.00%.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$370,074, principal and interest are paid monthly. As of September 30, 2021, and 2020, the accumulated depreciation balance was \$313,258 and \$272,309, respectively. The outstanding principal balance on the lease as of September 30, 2021 and 2020 was \$23,893 and \$97,233, respectively. The interest rate varies from 3.31% to 5.21%.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$82,264 principal and interest are paid monthly. As of September 30, 2021, and 2020, accumulated depreciation associated with these lease agreements was \$66,274 and \$48,821, respectively. The outstanding principal balance on the lease as of September 30, 2021 and 2020 was \$16,547 and \$34,001, respectively. The maturity dates are through November 30, 2022 and the interest rate varies from 7.10% to 7.45%.

On September 14, 2018, FRS obtained financing pursuant to a capital lease to finance office furniture in the amount of \$463,495; principal and interest are paid monthly. As of September 30, 2021, and 2020, the accumulated depreciation balance was \$198,641 and \$132,427, respectively. The outstanding principal balance on the lease as of September 30, 2021 and 2020 was \$185,487 and \$270,646, respectively. The maturity dates are through June 2023 and the interest rate is 6.58%.

During fiscal 2021, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$30,245, principal and interest are paid monthly. As of September 30, 2021, the accumulated depreciation balance was \$6,049. The outstanding principal balance on the lease as of September 30, 2021 was \$20,733. The maturity date goes through September 2024 and the interest rate is 3.80%.

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2021:

<u>Year Ending September 30,</u>	<u>Amount</u>
2022	\$ 2,095,782
2023	2,001,242
2024	1,917,541
2025	2,192,944
2026	2,249,316
Thereafter	<u>46,325,101</u>
	56,781,926
Total minimum lease payments	
	<u>(21,038,236)</u>
Less: amount representing interest	
	<u>\$ 35,743,690</u>
Present value of net minimum lease payments	

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

FRS entered into a revolving loan agreement with Israel Discount Bank of New York ("IDB") to finance working capital needs with an aggregate principal amount not to exceed \$25,000,000. The line is collateralized by FEDCAP's accounts receivable and matured on October 17, 2020. The interest rate for the revolving loan agreement is the Prime Rate. As of September 30, 2021, the loan was paid off and refinanced with Investors Bank, which is more fully described below. As of September 30, 2020, FRS had borrowings on the line of credit of \$23,653,273 at an interest rate of 3.94%.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

RBS Citizens Bank, N.A.

ESNY has an agreement with RBS Citizens Bank, N.A for a \$3,000,000 revolving line of credit with FRS as the co-borrower, which matured in May 2019. As of September 30, 2021, the line of credit was paid off and refinanced with Investors Bank, which is more fully described below. As of September 30, 2020, ESNY had borrowings on this line of credit of \$3,000,000, at an interest rate of 3.06%.

Investors Bank

On October 27, 2020, FEDCAP entered into an agreement with Investors Bank to refinance certain of its previous debt arrangements as well as to provide for additional liquidity for operations. In connection with the refinancing, FEDCAP entered into (1) a revolving line of credit agreement with a borrowing limit of \$42,500,000, with a maturity date of October 27, 2022 and interest payable quarterly at a rate of prime plus 0.75% but no less than 4.00%; and (2) two term loans in the amounts of \$6,600,000 and \$6,000,000, respectively, both with a maturity date of November 1, 2030 and monthly payments of principal and interest at a rate of 4.00% (as detailed within Note 9). The revolving line of credit agreement requires that FEDCAP maintain minimum unrestricted liquid assets of \$10,000,000. The proceeds from the revolving line of credit and term loans were used to repay the previous revolving credit lines with Israel Discount Bank of New York ("IDB") held by FRS and RBS Citizens Bank, N.A held by ESNY. Additionally, the proceeds were used to repay previous note and bond payables, specifically FRS Series 2017A and 2017B Bonds, ESNY Series 2010 Bonds, and ESNY Mortgage (as detailed within Note 9). As of September 30, 2021, FEDCAP had borrowings on this line of credit of \$28,173,061 at an interest rate of 4.00%.

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

On October 21, 2004, TOTS entered into a \$700,000 mortgage note payable to finance the acquisition of the building located in Bronx, New York. The note was secured by the property and all of the assets of TOTS. The interest rate is 5.0% and principal and interest of \$4,960 is payable monthly through the maturity date of November 1, 2024. At September 30, 2021 and 2020, the outstanding principal balance was \$173,791 and \$223,137, respectively.

On December 5, 2014, ESNY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The note was secured by the property and is guaranteed by FEDCAP. The interest rate was 3.66% for the first 60 months then, as of the first day of the 61st month, the interest rate was reset to 1.75% in excess of the then bank's five-year cost of funds. Principal and interest of \$32,440 was payable monthly through the maturity date of January 1, 2025. On October 27, 2020, the note was repaid through a refinancing with Investors Bank. At September 30, 2020, the outstanding principal balance was \$1,553,472.

On December 13, 2016, ESCT entered into a \$18,558 note payable with J.P. Morgan Chase Bank, N.A. The note is secured by the assets of ESCT. The interest rate is 6.1% and principal and interest are paid monthly. The note matures in December 2021. As of September 30, 2021 and 2020, the outstanding principal balance was \$1,068 and \$5,188, respectively.

On September 18, 2020, FRS and Fedcap Apex Acquisition, LLC purchased all of the existing assets and liabilities of Apex Technical School for an amount of \$1,851,658. As part of the initial agreement, \$100,000 was paid to the seller on the acquisition date, with another \$100,000 to be paid in four increments of \$25,000 beginning October 2020. The note is uncollateralized and is non-interest bearing. The remaining \$1,651,658 to be paid within 18 months after the purchase date. At September 30, 2021 and 2020, the outstanding principal balance was \$165,165 and \$1,749,142, respectively.

The FEDCAP Group**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED****September 30, 2021 and 2020**

On October 27, 2020, FEDCAP entered into an agreement with Investors Bank to refinance certain of its existing debt arrangements as well as to provide for additional liquidity for operations. In connection with the refinancing, FEDCAP entered into (1) a revolving line of credit agreement with a borrowing limit of \$42,500,000, with a maturity date of October 27, 2022 and interest payable quarterly at a rate of prime plus 0.75% but no less than 4.00%; and (2) two term loans in the amounts of \$6,000,000 ("Facility A") and \$6,600,000 ("Facility C"), respectively, with a maturity date of November 1, 2045 and November 1, 2030 respectively, along with monthly payments of principal and interest at a rate of 4.00%. The proceeds from the revolving line of credit and term loans were used to repay the existing revolving credit lines held by FRS and ESNY (as detailed within Note 8), the FRS Series 2017A and 2017B Bonds, ESNY Series 2010 Bonds, and ESNY Mortgage (as detailed above). At September 30, 2021, the outstanding principal balance of the term loans Facility A and C was \$12,174,762.

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033. The Series A bonds were placed with IDB and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2021 and 2020. At September 30, 2021 and 2020, the outstanding principal balance of the Series 2013A bonds was \$15,420,000 and \$15,975,000, respectively.

On December 2010, ESNY in connection with the Monroe County Industrial Development Corporation and RBS Citizens Bank, N.A. issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds ("Series 2010"). The Series 2010 bonds were used to finance the acquisition of certain property located in Irondequoit, New York and to refinance certain ESNY debt. The Series 2010 bonds were secured by a mortgage on all properties and improvements financed by the bond and were guaranteed by FRS. ESNY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee as defined in the agreement. The agreement also required bank approval prior to ESNY incurring additional indebtedness. The Series 2010 bonds were subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016 and thereafter every five years through June 1, 2036. On October 27, 2020, the bonds were repaid through a refinancing with Investors Bank. At September 30, 2020, the outstanding principal balance of the Series 2010 bonds was \$4,110,260.

On February 23, 2011, ESNY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Bonds. The outstanding notional amount decreased, in conjunction with bond principal reductions, until the agreement terminates in January 2031. ESNY remitted interest at a fixed rate of 2.99% and received interest at a variable rate. On October 27, 2020, the swap was settled and terminated through a refinancing with Investors Bank. The swap agreement had a notional amount of \$4,099,290 and fair value of \$876,764 at September 30, 2020. The interest rate swap is included within other liabilities in the accompanying 2020 consolidated statement of financial position.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

In December 2017, FEDCAP entered into a loan agreement with Build NYC for Build NYC to issue bonds to finance the renovation, equipping and furnishing of the improvements of the sixth floor located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$9,280,000 of tax-exempt revenue bonds ("Series 2017A") and \$715,000 of taxable revenue bonds ("Series 2017B"). Monthly payments of interest commenced in February 2018. The Series 2017A bonds had a coupon rate of 3.9% with a maturity date of December 1, 2042. The Series 2017B bonds had a coupon rate of 4.5% with a maturity date of December 1, 2027. The 2017A and 2017B bonds were placed with TD Bank. On October 27, 2020, the bonds were repaid through a refinancing with Investors Bank. At September 30, 2020, the outstanding principal balance of the Series 2017A and 2017B bonds was \$9,223,326.

The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2021:

Year Ending September 30,	Notes Payable	Bonds Payable	Total
2022	\$ 733,631	\$ 580,000	\$ 1,313,631
2023	570,089	605,000	1,175,089
2024	572,925	630,000	1,202,925
2025	525,337	655,000	1,180,337
2026	515,489	685,000	1,200,489
Thereafter	9,597,315	12,265,000	21,862,315
Total	\$ 12,514,786	\$ 15,420,000	27,934,786
Less: current portion			(1,313,632)
Less: bond issuance cost			(965,524)
Long-term debt, net of current portion			\$ 25,655,630

NOTE 10 - ADVANCES FROM GOVERNMENT AGENCY

During fiscal 2020 and 2019, FEDCAP received contract advances from various New York City government agencies. The refundable balance related to these advances as of September 30, 2021 and 2020 is \$749,426 and \$3,620,421, respectively. These advances are non-interest bearing and will be offset by future receivables within these programs.

NOTE 11 - FORGIVABLE CAPITAL ADVANCES

ESCT has received financial assistance for property acquisition costs from Housing and Urban Development ("HUD") and the Austin Housing Finance Corporation ("AHFC"). Under the terms of the agreements, funds were provided to ESCT in the form of forgivable capital advances to purchase 34 housing entities. The principle and any interest are not due and will be forgiven upon maturity, as long as ESCT continues to meet the requirements to maintain the housing units available for low income persons with disabilities. ESCT believes that the possibility that repayment will occur is remote and as such that the treatment of the advance as a contribution upon receipt is appropriate. Accordingly, the advances were recorded as contributions with donor restrictions that are released from restriction over the life of the agreement.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

The following table summarizes the forgivable capital advances as of September 30, 2021:

	<u>Amount of Original Advance</u>
Housing I	
U.S. Department of HUD, interest rate of 5.375%, due unless forgiven on October 11, 2045, secured by six rental housing units. At September 30, 2021 and 2020, \$248,660 and \$258,985, respectively, was included in net assets with donor restrictions related to the Note.	\$ 413,000
Housing II	
U.S. Department of HUD, interest rate of 5.250%, due unless forgiven on April 1, 2048, secured by 10 rental housing units. At September 30, 2021 and 2020, \$474,247 and \$492,087, respectively, was included in net assets with donor restrictions related to the Note.	713,600
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on May 1, 2049, secured by 10 rental housing units. At September 30, 2021 and 2020, \$344,792 and \$357,292, respectively, was included in net assets with donor restrictions related to the Note.	500,000
Housing III	
U.S. Department of HUD, interest rate of 4.125%, due unless forgiven on December 1, 2050, secured by eight rental housing units. At September 30, 2021 and 2020, \$539,510 and \$558,008, respectively, was included in net assets with donor restrictions related to the Note.	739,900
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on November 30, 2050, secured by eight rental housing units. At September 30, 2021 and 2020, \$360,748 and \$373,116, respectively, was included in net assets with donor restrictions related to the Note.	494,740
Housing IV	
U.S. Department of HUD, interest rate of 4.125%, due unless forgiven on February 15, 2053, secured by 10 rental housing units. At September 30, 2021 and 2020, \$840,710 and \$867,470, respectively, was included in net assets with donor restrictions related to the Note.	1,070,400
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on February 28, 2053, secured by 10 rental housing units. At September 30, 2021 and 2020, \$490,805 and \$506,429, respectively, was included in net assets with donor restrictions related to the Note.	<u>624,898</u>
Total	<u>\$ 4,556,538</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

NOTE 12 - COMMITMENTS AND CONTINGENCIES

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

<u>Year Ending September 30,</u>	<u>Amount</u>
2022	\$ 11,941,932
2023	9,121,064
2024	7,999,372
2025	6,482,201
2026	4,194,721
Thereafter	<u>9,437,811</u>
Total commitments and contingencies	<u>\$ 49,177,101</u>

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of \$1,136,082 and \$146,665 at September 30, 2021 and 2020, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was \$15,172,888 and \$11,046,926 for the years ended September 30, 2021 and 2020, respectively.

As of September 30, 2021, FEDCAP has provided for a reserve for lease abandonment costs for its leased property in Staten Island, NY. These costs, amounting to \$2,116,214, consist of the present value of the remaining lease payments, offset by estimated sub-tenant payments. This liability is reflected within other liabilities on the accompanying 2021 consolidated statement of financial position and the corresponding expense is included within occupancy expenses on the accompanying 2021 consolidated statement of functional expenses.

FEDCAP sublets a portion of its facilities to tenants under operating leases that expire at various dates through December 2025. For the years ended September 30, 2021 and 2020, rental income from these subleases was \$1,036,837 and \$1,224,615, respectively. The future minimum sublease rental payments to be received are as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2022	\$ 2,174,328
2023	1,848,758
2024	1,458,990
2025	610,846
2026	<u>80,795</u>
Total	<u>\$ 6,173,717</u>

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

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

NOTE 13 - TUITION REVENUE

FEDCAP receives funding for Fedcap Apex Acquisition (d/b/a Apex Technical School) and for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities for the years ended September 30, 2021, and 2020 as follows:

	2021	
	Fedcap Apex Acquisition d/b/a Apex Technical School	Career Design School
Tuition	\$ 20,796,454	\$ 407,697
Less: Book and Tool Sales	(1,642,966)	-
Less: Application and Insurance Fees	(123,060)	-
Subtotal	19,030,428	407,697
Add: Student Refunds and Returns to Federal Family Education Loan Programs included above	859,820	-
Gross Tuition for Tuition Assessment Calculations	\$ 19,890,248	\$ 407,697
		2020
		Career Design School
Tuition		\$ 186,703
Less: Book and Tool Sales		-
Less: Application and Insurance Fees		-
Subtotal		186,703
Add Student Refunds and Returns to Federal Family Education Loan Programs included above		-
Gross Tuition for Tuition Assessment Calculations		\$ 186,703

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

NOTE 14 - NET ASSETS

Net assets with donor restrictions were restricted for the following purposes as of September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
For use in future periods for:		
Employment and job search programs	\$ 116,391	\$ 116,380
ESCT HUD capital advances	3,299,472	3,413,387
Time restricted - beneficial interest in remainder trust	3,132,036	2,686,453
Time restricted - general	<u>456,065</u>	<u>297,767</u>
	7,003,964	6,513,987
Beneficial interest in perpetual trusts and endowment funds subject to appropriation and satisfaction of donor restrictions	<u>2,400,344</u>	<u>2,072,809</u>
Total	<u>\$ 9,404,308</u>	<u>\$ 8,586,796</u>

Beneficial interest in perpetual trusts and endowment funds are comprised of the following as of September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Easter Seals - beneficial interest in perpetual trusts	\$ 2,310,181	\$ 1,990,041
ReServe endowment	82,096	75,000
CWS endowment	<u>8,067</u>	<u>7,768</u>
	<u>\$ 2,400,344</u>	<u>\$ 2,072,809</u>

Net assets released from restrictions during the years ended September 30, 2021 and 2020 amounted to \$113,913 each year and related to ESCT HUD capital advances.

NOTE 15 - RELATED-PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP are associated with a law firm that has provided legal services to FEDCAP with fees of \$271,364 and \$162,175 during the years ended September 30, 2021 and 2020, respectively.

A CWS Board member is a trustee of the Eaton Fund. CWS leases its facilities from the Eaton Fund. In-kind contributed rent and rent paid to Eaton Fund for each of the years ended September 30, 2021 and 2020 was \$151,667 and \$108,330 respectively.

NOTE 16 - EMPLOYEE BENEFIT PLANS

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

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

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

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plans amounted to \$11,830,831 and \$9,708,598 for the years ended September 30, 2021 and 2020, respectively.

NOTE 17 - ACQUISITIONS

On September 18, 2020, Fedcap Apex Acquisition, LLC, executed an asset purchase agreement to acquire substantially all of the assets of Breton International, Inc (a/k/a Apex Technical School). Apex Technical School ("APEX") is an adult vocational technical school and offers seven certificate courses designed to focus on basic trade skills and labor skills for its students. The acquisition purchase price was \$1,851,658, \$100,000 of which was paid upon acquisition, \$100,000 was to be paid over the following four months and a \$1,651,658 note payable to be paid within 18 months of the acquisition. The total consideration given exceeded the net assets acquired by \$200,000 and as such, goodwill in the amount of \$200,000 was recognized. Under the terms of the asset purchase agreement, \$100,000 repayments on the note payable are due by the 15th of the month following any month in which APEX generates positive cash flows from operations.

On May 1, 2021, The Fedcap Group acquired Civic Hall Labs, Inc, a learning, and collaboration platform focused on advanced technology and problem-solving for the public good. The acquisition was predicated on establishing training organizations and platform that will improve access to in-demand technology jobs for all New Yorkers. The acquisition was affected without the transfer of consideration, and as such, a charge of \$695,897 was recognized, which represented the excess of the acquisition date fair values of the liabilities assumed over the acquisition date fair value of the assets acquired.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

On September 23, 2021, Civic Hall Labs, Inc, acquired New York Tech Alliance (NYTA), an organization that supports the technology community and ecosystems in our hometown, with the goal of creating the most diverse, equitable and accessible tech ecosystems in the world. The acquisition was predicated on aiding and providing access to various technology resources and platforms. The acquisition was affected without the transfer of consideration, and as such, a charge of \$95,284 was recognized, which represented the excess of the acquisition date fair values of the liabilities assumed over the acquisition date fair value of the assets acquired.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition for APEX during the year ended September 30, 2020:

Accounts receivable, net	\$ 2,767,727
Inventories	58,911
Prepaid expenses	209,585
Property and equipment, net	402,358
Accounts payable and accrued liabilities	(503,954)
Deferred revenues	<u>(1,282,969)</u>
Net assets	<u>\$ 1,651,658</u>

The following table summarizes the estimated fair values of the liabilities assumed and assets acquired at the date of acquisition during the year ended September 30, 2021:

	Civic Hall Labs, Inc	New York Tech Alliance	Total
Cash and cash equivalents	\$ 142,062	\$ 3,101	\$ 145,163
Accounts receivable, net	-	33,862	33,862
Prepaid expenses	3,845	-	3,845
Property and equipment	30,000	-	30,000
Accounts payable and accrued liabilities	(580,509)	(29,500)	(610,009)
Payroll Protection Plan loan	(291,295)	(19,875)	(311,170)
Deferred revenue	-	(82,872)	(82,872)
Net (deficit)	<u>\$ (695,897)</u>	<u>\$ (95,284)</u>	<u>\$ (791,181)</u>

NOTE 18 - CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 20% and 23% of total revenues during the years ended September 30, 2021 and 2020 respectively. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 5% and 6% of total revenues during the years ended September 30, 2021 and 2020, respectively.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

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

NOTE 19 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

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

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

As of September 30, 2021 and 2020, the following tables show the total financial assets held by FEDCAP and the amounts of those financial assets that could readily be made available within one year of the balance sheet date to meet general expenditures.

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

	<u>2021</u>
Cash and cash equivalents	\$ 42,982,639
Accounts receivable, net	57,363,861
Contributions and grants receivable, net	1,968,683
Investments convertible to cash over the next 12 months	<u>11,004,556</u>
Total financial assets available within the next 12 months	113,319,739
Less amounts unavailable for general expenditure due to:	
Donor-imposed restrictions	(3,871,928)
Minimum liquidity requirement under borrowing arrangements	<u>(10,000,000)</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 99,447,811</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

	2020
Cash and cash equivalents	\$ 24,926,770
Accounts receivable, net	56,865,665
Contributions and grants receivable, net	2,131,974
Investments convertible to cash over the next 12 months	<u>9,317,759</u>
Total financial assets available within the next 12 months	93,242,168
Less amounts unavailable for general expenditure due to:	
Donor-imposed restrictions	(3,827,534)
Minimum liquidity requirement under borrowing arrangements	<u>(10,000,000)</u>
Total financial assets available to meet general expenditures over the next 12 months	<u>\$ 79,414,634</u>

NOTE 20 - CARES ACT

As of September 30, 2021 and 2020, FEDCAP's affiliates were granted the following loans, pursuant to the Small Business Administration ("SBA") Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act (the "PPP Loans"):

Affiliate	Balance as of September 30,		Date of Note	Maturity Date
	2021	2020		
	Amount	Amount		
Easter Seals Rhode Island Inc. (ESRI)	\$ 307,757	\$ 307,757	5/7/2020	5/7/2022
Community Workshop Inc' (CWS)	104,255	104,255	4/30/2020	4/30/2022
Wildcat Service Corporation	-	2,438,225	4/10/2020	4/10/2022
Single Stop USA Inc	-	329,967	4/10/2020	4/10/2022
MVLE	-	2,359,900	4/23/2020	4/23/2022
Easter Seals North Texas	1,423,400	1,423,400	4/17/2020	4/17/2022
Easter Seals Central Texas	1,356,335	1,356,335	4/27/2020	4/27/2022
These Our Treasures Inc (TOTS)	-	231,600	5/2/2020	5/2/2022
Easter Seals New York (ESNY)	3,929,615	3,929,615	7/3/2020	7/3/2022
Civic Hall Labs, Inc.	291,295	-	2/26/2021	2/26/2026
MVLE	1,181,155	-	3/26/2021	3/26/2026
Easter Seals North Texas	437,300	-	3/29/2021	3/29/2026
Easter Seals Central Texas	1,037,171	-	3/23/2021	3/23/2026
Easter Seals Rhode Island Inc. (ESRI)	216,658	-	4/8/2021	4/8/2026
	<u>\$ 10,284,941</u>	<u>\$ 12,481,054</u>		

The PPP Loans, which are in the form of notes payable, mature 24 months or 60 months from the date of issuance and bear interest at a rate of 1% per annum. The PPP Loans may be prepaid by FEDCAP at any time prior to maturity with no prepayment penalties. Funds from the PPP Loans may only be used for certain costs, such as payroll costs and occupancy expenses. FEDCAP intends to use the entire loan amounts for qualifying expenses. Under the terms of the PPP, certain amounts of the PPP Loans may be

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2021 and 2020

forgiven if they are used for qualifying expenses as described in the CARES Act. When FEDCAP is legally released from the debt, or forgiveness is granted, the extinguishment will be recognized into income at that time. During the fiscal year ending September 30, 2021, forgiveness was granted by the SBA for certain of FEDCAP's PPP Loans, amounting to \$5,379,479. This forgiveness has been reflected as gain on Paycheck Protection Program loan forgiveness in the consolidated statement of activities for the year ended September 30, 2021.

The CARES Act also allowed for employers to defer the deposit and payment of the employer share of payroll taxes that would otherwise be due on or after March 27, 2020, and before January 1, 2021. FEDCAP elected to defer payment of payroll taxes under this arrangement. These deferred payroll taxes are payable in two equal installments on December 31, 2021 and December 31, 2022. As of September 30, 2021 and 2020, FEDCAP has recorded \$3,628,007 and \$2,098,963, respectively, of deferred payroll taxes, which is reflected within accounts payable and accrued liabilities and other liabilities on the accompanying consolidated statement of financial position.

NOTE 21 - COVID-19

In March 2020, the World Health Organization officially declared COVID-19, a disease caused by the novel coronavirus, a pandemic. This caused many local and national governments, including New York State, to impose restrictions on business operations, travel and public gatherings. The outbreak has adversely impacted the level of economic activity around the world and disrupted normal business activity in every sector of the economy.

As a result of the pandemic, in mid-March 2020, FEDCAP moved certain programs to virtual program services for the remainder of the fiscal year. In order to mitigate the impact of the pandemic, for fiscal year 2021, FEDCAP continues to offer some programs virtually while shifting to in-person programs for others. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. External factors, including the duration and intensity of the pandemic, the shape of the economic recovery and its impact on potential government funding, as well as timing and widespread adoption of vaccines, could have a material impact on FEDCAP's future operating and programmatic results. The extent to which COVID-19 may impact FEDCAP's financial position, changes in net assets and cash flows is uncertain and the accompanying consolidated financial statements include no adjustments relating to the effects of this pandemic.

NOTE 22 - SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2021 consolidated financial statements for subsequent events through February 2, 2022, the date the consolidated financial statements were available for issuance. FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements.

On November 23, 2021, FEDCAP entered into a combination agreement with Paul Smith's College to become its sole member. This combination was predicated on the synergies of mission and our ability to provide enhanced education and training opportunities for the individuals we serve. The combination is subject to regulatory approval.

SUPPLEMENTAL INFORMATION

The FBCAP Board
 CONSOLIDATED SCHEDULE OF ACTIVITIES
 For the year ended September 30, 2021

	United Group Revenues																								
	Funding Strategy	Federal Subsidization Services, Inc.	Partnership	Services Contribution	Referrals	Community Health Services	Senior Health MT	Special Pathways	Red Wings	Senior Health RI	Single Step	Revised Pathways	Reimbursement	MSL	Senior Health CT	Senior Health VT	Trans Care Transitions	Funding Agmt. Administration	Other Med. Leds	Non-Farm Tech Alliance	Funding Commit.	Funding YTD	Reimbursements	Contingencies	
Revenues																									
Contract services and products	\$ -	\$ 60,479,322	\$ -	\$ 21,801,742	\$ -	\$ 1,166,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,862,872	\$ 426,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,740,604	\$ -
Partnerships and unrelated programs	-	48,882,388	777,879	2,998,688	1,897,839	1,636,842	23,944,289	2,366,420	-	2,366,420	3,236,820	-	-	6,126,287	1,127,368	2,366,289	2,167,688	25,261,688	-	88,000	-	-	-	162,946,868	-
Contributions and grant revenue	426,388	1,888,924	12,718	26,452	76,138	861,897	996,202	52,568	-	142,248	21,167	10,576	53,570	82,260	111,888	474,281	6,824	-	-	-	-	-	-	4,461,738	-
Less or Forfeited/Rebate/Program cost adjustments	-	-	-	2,438,226	-	-	-	-	-	-	829,167	-	-	2,388,100	-	-	-	291,628	-	19,767	-	-	-	-	5,278,478
Residual and uncollected gains (losses) on investments	-	1,368,373	-	-	-	-	49,161	-	-	5,827	-	-	-	-	-	738,384	-	-	-	-	-	-	-	-	2,628,111
Interest income	-	187,247	66	-	-	142	1,888	-	-	966	-	-	-	-	3	127,827	14,824	243	-	-	-	-	-	148,169	
Miscellaneous revenue	-	383,812	-	6,809	-	-	1,254	7,296	811,748	-	-	-	-	-	21,984	11,996	-	11,222	-	66	16,882	17,386	-	872,686	
Net assets transferred from subsidiaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	131,813
Total revenues	426,388	152,958,861	798,778	24,368,211	1,974,178	3,448,220	26,926,669	2,479,288	913,748	2,644,796	5,866,270	89,978	83,852	13,877,168	6,666,676	4,553,239	2,428,728	26,321,681	88,000	27,421	36,524,171	28,958,222	-	179,773,233	
Expenses																									
Program salaries	-	77,226,881	-	17,811,988	-	1,828,842	-	-	72,221	-	-	-	-	2,382,128	818,148	-	-	-	-	-	-	-	-	-	99,887,688
Contract services and products	-	41,816,828	1,278	2,726,190	1,860,816	291,026	23,488,924	2,366,268	-	1,927,287	3,546,448	208,465	-	2,282,128	6,380,548	2,422,924	1,443,718	13,828,764	-	99,718	24,581,813	20,826,226	-	102,817,512	
Reimbursements and related programs	-	149,281,088	5,218	28,268,648	1,860,816	2,827,288	23,488,924	2,366,268	77,221	1,927,287	3,546,448	208,465	-	5,764,168	2,422,924	1,443,718	13,828,764	-	99,718	24,581,813	20,826,226	-	-	202,876,812	
Supporting services																									
Management and general	2,168,891	12,782,137	83,761	2,382,882	860,829	1,472,648	8,216,165	281,141	870	267,118	2,868,880	11,738	6,098	6,209,242	1,261,774	1,262,287	1,176,889	16,511,488	1,174,828	-	2,227,284	7,848,477	-	68,778,787	
Development	12,138	1,895,138	4	13,140	688	5,185	12,471	1,828	-	14,468	7,884	7,884	-	17,844	120,827	84,488	-	-	-	-	-	-	-	-	2,718,613
Total expenses	2,181,029	14,677,247	88,177	3,408,211	861,118	1,481,738	9,622,628	281,747	870	271,798	3,026,176	14,138	89,956	6,253,268	1,807,889	1,346,771	1,178,688	16,511,488	1,174,828	-	2,227,284	7,848,477	-	63,088,208	
Change in net assets without donor restrictions	(1,754,268)	106,136	891,601	8,263,491	1,112,860	(1,033,508)	(11,701,724)	(283,748)	866,148	185,648	(498,278)	(124,888)	6,371	2,629,771	(608,163)	868,656	(1,041,862)	(278,678)	(1,124,628)	(74,286)	746,281	2,621,417	-	4,484,261	
Net assets at beginning of year - without donor restrictions	689,268	38,516,926	1,512,676	1,811,472	(2,617,792)	(278,487)	(2,199,571)	(1,181,962)	(676,449)	(828,166)	1,744,232	(268,187)	(216,161)	2,688,810	(2,878,727)	728,114	2,275,812	388,848	-	-	176,928	(2,118,878)	(120,678)	28,488,684	
Net assets at end of year - without donor restrictions	\$ 1,143,436	\$ 39,049,448	\$ 2,404,277	\$ 2,624,963	\$ (1,504,932)	\$ (326,995)	\$ (3,321,305)	\$ (1,318,824)	\$ 866,268	\$ (642,520)	\$ 1,245,954	\$ (484,068)	\$ (482,326)	\$ 5,318,581	\$ (3,487,487)	\$ 1,596,770	\$ 1,233,943	\$ 1,110,170	\$ (847,700)	\$ (1,124,628)	\$ 823,256	\$ 2,621,281	\$ 1,938,676	\$ 34,142,772	
United Group Reimbursements																									
Revenues																									
Contributions and grant revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 712,467	\$ 11	\$ -	\$ -	\$ -	\$ 291,382	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 698,849
Residual and uncollected gains (losses) on investments	-	-	-	-	-	7,886	268	168,281	-	-	-	-	-	-	-	74,748	-	-	-	-	-	-	-	-	827,848
Net assets transferred from subsidiaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(112,916)	-	-	-	-	-	-	-	-	1,113,919
Total revenues	-	-	-	-	7,099	713,788	169,247	-	-	-	291,382	-	-	-	-	(112,916)	74,748	-	-	-	-	-	-	-	1,612,617
Change in net assets with donor restrictions	-	-	-	-	7,099	713,788	169,247	-	-	-	291,382	-	-	-	-	(112,916)	74,748	-	-	-	-	-	-	-	617,812
Net assets at beginning of year - with donor restrictions	-	-	-	-	60,729	7,296	169,247	-	-	-	-	-	-	-	-	3,412,287	4,168,913	-	-	-	-	-	-	-	8,084,764
Net assets at end of year - with donor restrictions	-	-	-	-	67,828	8,010	169,494	-	-	-	291,382	-	-	-	-	3,300,371	4,243,661	-	-	-	-	-	-	-	8,702,576



BOARD OF DIRECTORS

William Rider, Interim Chairman

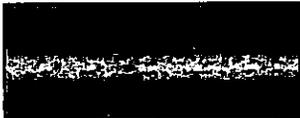
Board Date 2009



Profession: CEO/President-Greater Manchester Mental Health

Lynne Westaway, Treasurer

Board Date 8/1/2007



Profession: CPA/Partner-WIPFLI

Nick Brattan

Board Date 6/13/2018



Profession: President – NE DocumentSystems Inc.

James Sweeney PhD

Board Date 10/1/2020



Profession: PhD, Counseling

Peter Burke

Board Date 4/1/21



Profession: Community Education Manager @ St. Joseph Hospital

Erica Gesen Ungarelli

Human Services Leader in Child Welfare and Behavioral Health

Human Services Leadership and Management

Successful Human Services Leader with 20 years of leadership experience. Responsibilities include System and program development and sustainability, management of programs and budgets ranging between 3-64 million dollars. Broad knowledge of the Medicaid system. Leadership style embraces the System of Care values and principles in both program development and in organizational culture and climate. Experience in Child Welfare and Children's Behavioral Health. Additional notable experience in the following areas;

Management

- Provides Direction and vision for organizational development
 - Recruitment and retention strategies
 - Positive Culture and Climate
 - Program development, contract development and implementation
 - Oversight of contracts, programs, and provider networks

Strategic planning, Program Development

Developed programming to assist children and families involved in Child Welfare including:

- Strength To Succeed and other intensive in-home services.
- Led large systems reform for children's service, NH System of Care for Children's Behavioral Health inclusive of program development, finance and long-term sustainability and scaling up the programming to address continued growing needs.
- Developed NH's infant Mental Health plan, to include program development for integrated and comprehensive supports for at risk young children and families.
- Development of strategic plans— notable examples: 10-year mental health plan, Children's system of care annual reports with recommendations and child welfare practice model development.
 - Analyzing data to identify areas for improvement and expansion
 - Development of goals and activities for strategic plan
 - Development of finance strategies, budget, and rates
 - Assess progress towards goals through process measures and qualitative data
 - Management of organization and program budgets
 - Assessment of federal and state statutes
 - Analyzing, drafting, and editing legislation, policy, and fiscal impact statements.
 - Develop, draft; and implement finance strategies for sustainability through Medicaid reimbursement.

Facilitation and presenting

- Facilitation of both large and small work groups.
- Facilitation of large group stakeholder groups
- Presentations to small and large group, local and national.
- Testifies to legislative policy and budget committees.

CAREER PROGRESSION

Leadership and Management: 2006- Present

2021-Present: Granite Pathways, Executive Director

- Daily operations of organization, finance, Liaison to Board of directors,
- Set strategic priorities for the organization.

2016- 2021: Division for Behavioral Health, Director, Bureau for Children's Behavioral Health

- Set strategic priorities and plan for development for children's services.
- Provides cross departmental consultation for child programming.
- Develop and manage budgets for the Bureau
- Provided Leadership and Bureau vision and priorities for all Bureau staff.
- Directly manages bureau administrators
- Program development, implementation, financing, and oversight
- Contract development, writing and monitoring

2002-2016: Division for Children, Youth and Families Bureau for Child Wellbeing and DCYF Fiscal Unit

Managed multiple program areas for child welfare and juvenile Justice to include;

- Foster Care Health
- Federal Grant administration and oversight
- Community based services development
- Finance
- Parent Partner program
- Policy and rule development and writing
- Budget development and management
- Provider relations
- Medicaid liaison
- Lead for Cost containment Workgroup to ensure cost containment initiatives are met
- Authorization for Child specific specialized services
- Negotiate rates and funding for child specific services
- Conducts cost analysis for new child specific services
- Participated as team member during Federal audits and State case reviews
- DCYF Lead representative for the Medicaid Advisory Committee
- Development of the NH DCYF SafeRX program; Coauthor of the article, *Psychotropic medications in child welfare: from federal mandate to direct care.*
<https://www.sciencedirect.com/science/article/abs/pii/S019074091630127X#:~:text=Psychotropic%20medications%20in%20child%20welfare%3A%20From%20federal%20mandate%20to%20direct%20care>

Supervisory and Field Experience

1992-1996: Field worker for Elderly and Adult Services

1996-2002 CPSW for DCYF Central Intake

2001-2002 Supervisor for DCYF Central Intake

Education: Wittenberg University, BA earned in 1992 in Sociology.

WHITNEY H. BROWN

QUALIFICATIONS/LICENSURE

Association of Community Rehabilitation Educators (March 2022)
NH Licensed Acupuncture Detoxification Specialist
Certified Sober Parenting Journey Facilitator (Nov 2018)
Certified Recovery Support Worker Supervisor. (CRSW Supervisor)
Mental Health First Aid National Instructor (certified April 2018)
NH Licensed Nursing Assistant (2015-2020)

EDUCATION

<u>UNIVERSITY OF NEW HAMPSHIRE</u>		Manchester, NH
Master of Social Work	Jun 2022 – Jun 2025	
<u>UNH INSTITUTE ON DISABILITY</u>		Durham, NH
Building Futures Apprenticeship	Oct 2021 – Present	
<u>GRANITE STATE COLLEGE</u>		Concord, NH
Micro Credential in Addiction Studies	Jun 2020 – Jun 2021	
<u>UNH PROFESSIONAL EXTENSION SCHOOL</u>		Durham, NH
Introduction to Grant Writing	Sept 2019	
Introduction to Basic Project Mgt.	Oct 2019	
<u>CITY UNIVERSITY OF NEW YORK</u>		New York, NY
Marketing Principles	Fall 2010	
Business Law in the Digital Age	Spring 2011	
<u>BOSTON COLLEGE</u>		Chestnut Hill, MA
BA in International Studies	Sept 2004 – May 2008	
<u>INTERNATIONAL UNIV. OF BUSINESS & ECON.</u>		
Semester Abroad in Beijing, China	Jan 2007 – May 2007	

EXPERIENCE

<u>SAFE HARBOR RECOVERY CENTER</u>	Oct 2021 – Present	Portsmouth, NH
Center Manager		
Manage the Job Launch Program		
Manage the Parenting Journey in Recovery Program		
Manage the Homeless Outreach Program		
Manage Peer Recovery Support Services		
Supervise all staff and volunteers		
Advance and sustain all recovery community organizational activity		
Cultivate donor relations		
Establish and develop community partnerships		
Ensure HIPAA and 42 CFR compliance		
<u>JOB LAUNCH OF GRANITE PATHWAYS</u>	Sept 2020 – Oct 2021	Portsmouth, NH
Contract Manager & CRSW		
Manage contract deliverables		
Qualify and quantify key performance indicators		
Supervise staff and interns		
Assist in employee professional development and licensure		
Ensure HIPAA and 42 CFR compliance		
Educate employees and volunteers in confidentiality practices		
Support business development		
Draft and submit grant proposals		
Develop service integration with other Statewide workforce and recovery initiatives		
Assist participants in career exploration and development		

WHITNEY H. BROWN

Place participants in recovery-support work environments & Recovery Friendly Workplaces
Facilitate vocational classes in SUD treatment settings

<u>JOB LAUNCH OF GRANITE PATHWAYS</u>	Feb 2020 – Sept 2020	Portsmouth, NH
Employment Specialist & CRSW		
Offer direct peer recovery support services through motivational conversation		
Facilitate and coordinate Power of Possible work readiness curriculum		
Conduct psychosocial intakes		
Establish and maintain client relationships on peer recovery support basis		
Initiate and cultivate relationships with client referral sources		
Formulate initial comprehensive service plans		
Coordinate with and delegate to Job Developer in service of clients' needs		
Structure referral processes		
Navigate privacy and confidentiality laws of telehealth and recovery coaching practice		
Draft and submit to Contractors quarterly reports		
Formulate records retention procedures		
Contribute to creation of programmatic materials including marketing brochure		
Assist with work readiness activities including resume drafting and proper interviewing		
<u>SAFE HARBOR RECOVERY CENTER</u>	Sept 2018 – Feb 2020	Portsmouth, NH
Facilitator/ Parenting Journey Coord. & CRSW		
Assist individuals in defining and articulating their desired pathway of recovery		
Monitor and support individuals in achieving desired pathway of recovery		
Motivationally interview participants to develop actionable goals		
Validate and advocate for recoverees seeking expanded parental rights		
Navigation of and proficiency with family court system and parental rights in NH		
Leverage existing community resources to level obstacles in the way of health stability		
<u>PRIVATE DUTY HOME HEALTHCARE</u>	March 2017 – Sept 2018	Kittery, ME
Personal Care Assistant		
<u>MAXIM HEALTHCARE SERVICES</u>	March 2016 – March 2018	Manchester, NH
Licensed Nursing Assistant		
<u>NEW CASTLE FIRE DEPARTMENT</u>	Oct 2016 – May 2020	New Castle, NH
Member; Support Medical Team		
<u>RISE ABOVE SOBER LIVING</u>	Aug – Oct 2015	Nashua, NH
House Manager		
<u>GUNDERSON DETTMER, et al</u>	Nov 2010 – April 2012	New York, NY
Legal Secretary		
	Nov 2011 – April 2012	
Receptionist		
	Nov 2010 – Nov 2011	
<u>INTERNATIONAL VENUE GROUP</u>	March 2010 – Aug 2010	Shanghai, PRC
USA Pavilion Server		
<u>MANDARIN PRIVATE TUTORING</u>	Nov 2009 – Feb 2010	Shanghai, PRC
English Tutor		
<u>MANDARIN ORIENTAL HOTEL</u>	Sept 2008 – May 2009	Boston, MA
Asana Server		
<u>WENTWORTH BY THE SEA HOTEL</u>	Summers 2002 – 2008	New Castle, NH
Server		

BRIAN LEMIRE

PERSONAL SUMMARY

Enthusiastic, accomplished, and motivated graduate passionate in supporting individuals with substance use disorder.

EDUCATION

Southern New Hampshire University – Manchester, NH
Bachelor of Science: Business Mgmt. /Admin
• Graduated Magna Cum Laude (3.5+ G.P.A.)

New Hampshire Technical Institute – Concord, NH
• **Associate of Science: Real Estate**

G.E.D. - Manchester, NH
Central High School – Manchester, NH

CCAR Recovery Coach Academy
Suicide Prevention Training
Ethics Training
HIV Training

SKILLS

- Complex problem solving
- Client service focused
- Professional phone etiquette
- Excellent planner and coordinator
- Attention to detail
- Proficient in Microsoft Word, Excel, and PowerPoint
- Works well under pressure
- Exceptional oral and written communication

WORK HISTORY

Operations Manager, 10/1/21 to Present
Granite Pathways – Strength to Succeed- Manchester, NH
• Assist director and support staff in day-to-day operations
• Support in advanced special projects
• Prepare and take notes for quarterly BOD
• New hire orientation and onboarding
• Administrative support for RFP submissions
• Oversee IT applications and training
• Billing oversight for medical and contract billing

Program Coordinator, 8/5/2019 to 10/1/21
Granite Pathways – Strength to Succeed- Manchester, NH
• Assist manager and support staff in day-to-day operations
• Oversee IT applications and trainings
• Billing oversight

Kitchen Supervisor, 3/2016 to 11/2018
Salona Bar and Grill- Manchester, NH
• Managed kitchen staff and coordinated food preparations
• Helped resolve customer complaints
• Assisted in placing weekly food and beverage orders
• Maintained sanitation and safety standards

- Trained new employees

Assistant Property Manager, 6/1/2009 to 2/13/15

Carisbrooke at Manchester – Manchester, NH

- Managed a community of 100+ apartment units
- Carefully screened applicants for tenancy
- Communicated effectively with owners, residents, and on-site associates
- Followed up on delinquent tenants and helped coordinate collection procedures
- Monitored the timely receipt and reconciliation of rent collections in accordance with proprietor and resident statutes
- Scheduled and coordinated contractors for janitorial and maintenance issues

Adam Andersen

WORK EXPERIENCE

Safe Harbor Recovery Center, Portsmouth, NH
Outreach Specialist

August 2021-Current

- Practiced recovery coaching
- Conducted outreach to the unhoused community
- Applied knowledge to assist and encourage others to establish and/or sustain recovery from substance misuse/disorder

Michael's, Newington, NH
Replenishment Team Member

May 2018-September 2018

- Acquired knowledge/use of various art supplies
- Stocked and organized inventory
- Addressed customer needs and requests

Motel 6, Portsmouth, NH
Housekeeper/Cleanup Crew

June 2016-March 2017

- Cleaned, organized, and restocked rooms and suites
- Followed strict hygiene and sanitation guidelines

Andersen Family, Portsmouth, NH
Home Tranquility Engineer

2001-2015

- Raised two sons and coordinated care for son with developmental delays
- Collaborated with school system to develop most comprehensive IEP
- Gained sole residential parenting rights

Tyco Int., Portsmouth, NH
T-2 Assembler

August 1997-February 2001

- Assembled undersea fiber optic components
- Oversaw and approved all work hours and duties
- Utilized various tools: foot and inch pound torque wrenches, micrometers, vernier calipers and x-ray machine

SKILL

-Communication
-Motivational
Interviewing
-Working knowledge of
Microsoft Office Suite

EDUCATION

Portsmouth Senior
High School,
Portsmouth, NH
G.E.D 1993

CERTIFICATIONS

-NH Recovery Coach
(Choices Peer
Recovery Training,
Ethics, HIV, Suicide
Prevention)
-CPI Non Violent Crisis
Intervention Training

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Whitney Brown	Recovery Center Manager	\$6,901.00
Adam Anderson	Recovery Specialist-HO	\$23,691.00
Brian Lemire	Operations manager	8,710.00
Erica Ungarelli	Executive Director	00.00

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Lori A. Shíbinette
Commissioner

Katja S. Fox
Director

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

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

June 10, 2021

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into contracts with the vendors listed below in an amount not to exceed \$175,000 for face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters, with the option to renew for up to two (2) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2022. 100% Other Funds (Governor's Commission Funds.)
2. Further authorize an advance payment of \$10,000 to each Contractor listed below in accordance with the terms of the contract, effective upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds.)

Vendor Name	Vendor Code	Area Served	Contract Amount
Granite Pathways Manchester, NH	228900-B001	Greater Manchester and Greater Concord	\$43,750
Greater Seacoast Community Health/Goodwin Community Health	154703-P001	Seacoast Area	\$43,750
Greater Tilton Area Family Resource Center	310158-B001	Tilton/Laconia	\$43,750
Friends of Recovery, New Hampshire	159129-B001	Greater Manchester	\$43,750
		Total:	\$175,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92058502	\$175,000
			Total	\$175,000

EXPLANATION

The purpose of this request is provide face-to-face outreach by Recovery Community Organizations to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters.

Some individuals experiencing homelessness exhibit signs of being under the influence of alcohol or other drugs. During the COVID-19 pandemic many substance use disorder services were only available virtually. As a result, individuals who are homeless could have become more isolated.

Peer recovery support is believed to be one of the most effective forms of outreach to individuals experiencing homelessness. A relationship develops between an individual experiencing homelessness and a peer in recovery who has experienced similar hardship. Peer recovery coaches who are trained and supervised by a Recovery Community Organization are in the best position to provide outreach because of their personal experiences and their connections to recovery services and supervision.

Approximately 300 individuals will be served from July 1, 2021 to June 30, 2022.

The Contractor will assist individuals experiencing homelessness who respond positively to outreach activities to overcome barriers to accessing resources and will work with the individuals to help them remain engaged in recovery activities.

The intent of these pilot projects is to determine the receptivity of individuals experiencing homelessness in the identified communities to peer outreach services. The Department will determine this using the following performance measures:

- The number of outreach encounters completed.
- The quantity of materials distributed, including but not limited to:
 - Personal protective equipment.
 - Naloxone.
- The number of referrals made for services.

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

- The number of individuals that make contact with a Recovery Community Organization.

Should the Department decide to expand this programming based on these pilot projects, information gained from the projects will be utilized to define more specific performance measures moving forward.

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 4/7/2021 through 5/6/2021. The Department received four (4) 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, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request homeless people in New Hampshire may not have access to services to address health, housing, and substance use disorders.

Areas served: Statewide

Source of Funds: 100% Other Funds (Governor's Commission Funds).

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Peer Recovery Outreach to Homeless
Shelters and Encampments

RFA-2022-BDAS-02-PEERR

RFA Name

RFA Number

Bidder Name

1. Granite Pathways
2. Greater Seacoast Comm. Health
3. Greater Tilton Area Family
4. Hope for NH Recovery

Pass/Fail	Maximum Points	Actual Points
	120	99
	120	117
	120	108
	120	68

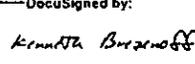
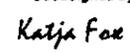
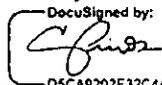
Subject: Peer Recovery Outreach to Homeless Shelters and Encampments (RFA-2022-BDAS-02-PEERR-01)

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**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 Granite Pathways, Inc.		1.4 Contractor Address 60 Rogers St., Suite 205 Manchester, NH 03103	
1.5 Contractor Phone Number (603) 493-9751	1.6 Account Number 05-95-92-920510- 33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$43,750
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/10/2021		1.12 Name and Title of Contractor Signatory Kenneth Brezenoff General Counsel	
1.13 State Agency Signature DocuSigned by:  Date: 6/10/2021		1.14 Name and Title of State Agency Signatory Katja 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: 6/11/2021			
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, 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.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT A**

Revisions to Standard Agreement Provisions

- 1.1. 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 to two (2) 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.
- 1.2. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this Agreement to individuals experiencing homelessness, including, but not limited to, individuals residing in:
 - 1.1.1. Homeless shelters.
 - 1.1.2. Homeless encampments.
- 1.2. The Contractor shall ensure services are available and provided in Portsmouth, New Hampshire and the surrounding areas.
- 1.3. The Contractor shall maintain accreditation to conduct outreach to individuals experiencing homelessness as a Recovery Community Organization (RCO) from the Council on Accreditation of Peer Recovery Support Services (CAPRSS).
- 1.4. The Contractor shall ensure staff and volunteers providing outreach services have personal experience with recovery from substance use disorder, or a comprehensive knowledge of homeless encampments and homeless shelters in the area served.
- 1.5. The Contractor shall provide face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters. The Contractor shall:
 - 1.5.1. Determine safety protocols for direct outreach activities.
 - 1.5.2. Ensure staff and volunteers conducting direct outreach:
 - 1.5.2.1. Follow Centers for Disease Control (CDC) guidelines;
 - 1.5.2.2. Have access to adequate personal protective equipment (PPE); and
 - 1.5.2.3. Receive training on:
 - 1.5.2.3.1. Outreach safety protocols;
 - 1.5.2.3.2. Harm reduction;
 - 1.5.2.3.3. Available local services that may meet the needs of individuals experiencing homelessness;
 - 1.5.2.3.4. A process for documenting outreach services conducted; and
 - 1.5.2.3.5. Requirements for maintaining the confidentiality of information relating to individuals and individual's health and personal condition.
 - 1.5.3. Ensure RCO staff and volunteers receive appropriate supervision for their outreach work.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

- 1.6. The Contractor shall ensure RCO outreach staff and volunteers work to provide community connections for individuals, which may include but are not limited to:
 - 1.6.1. Providing access to supportive services, which may include but are not limited to:
 - 1.6.1.1. Recovery support services.
 - 1.6.1.2. Treatment services.
 - 1.6.1.3. Health care.
 - 1.6.1.4. Housing assistance.
 - 1.6.1.5. Emergency food programs.
 - 1.6.1.6. Harm reduction resources.
 - 1.6.2. Making contact and developing relationships with individuals experiencing homelessness.
 - 1.6.3. Providing education relative to addiction, recovery, health issues, and available resources.
 - 1.6.4. Offering harm reduction resources that may include but are not limited to PPE and naloxone.
- 1.7. The Contractor shall assist individuals in encampments who respond positively to outreach activities to overcome barriers to accessing resources, including:
 - 1.7.1. Lack of transportation;
 - 1.7.2. Lack of knowledge on available services specific to individuals' needs;
 - 1.7.3. Limited English Proficiency (LEP); and
 - 1.7.4. Diagnosed or undiagnosed mental illness.
- 1.8. The Contractor shall work to keep individuals experiencing homelessness engaged in recovery activities. The Contractor shall offer activities and services that include, but are not limited to:
 - 1.8.1. Peer recovery coaching on premises.
 - 1.8.2. Outreach services.
 - 1.8.3. Providing information and access to other resources and services that support recovery.

2. Exhibits Incorporated

- 2.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly reports to the Department that detail activities completed and the number of individuals served as a result of completed activities.
- 3.2. The Contractor shall ensure reports include, but are not limited to:
 - 3.2.1. Number of outreach encounters completed in the previous month.
 - 3.2.2. Type and number of outreach activities conducted in the previous month.
 - 3.2.3. Types of educational information provided during the previous month
 - 3.2.4. Number of referrals to services initiated during the previous month.
 - 3.2.5. Activities conducted during the previous month that reduced barriers to services outlined in Subsection 1.8, above.

4. Performance Measures

- 4.1. The Department will monitor performance of the Contractor by:
 - 4.1.1. The number of outreach encounters completed.
 - 4.1.2. The number of resources that are distributed, including but not limited to:
 - 4.1.2.1. Personal protective equipment.
 - 4.1.2.2. Naloxone.
 - 4.1.3. The number of referrals made for services listed in Paragraph 3.2.4
 - 4.1.4. The number of individuals that make contact with an RCO.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. 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.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

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

5.2.1. The Contractor shall submit, within ten (10) business 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.

5.3. Credits and Copyright Ownership

5.3.1. 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."

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

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

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

6. Records

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

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

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A.B

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of its 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
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Other Funds (Governor's Commission Funds).
2. The Department will pay the Contractor \$10,000 upon approval of this Agreement by the Governor and Executive Council.
 - 2.1. Upon request, the Contractor shall provide an expense report and supporting documentation, in a form satisfactory to the Department, which identifies allowable expenses incurred.
 - 2.2. The Department may recoup payment made under this section or withhold future payments in an amount not to exceed \$10,000, in whole or in part, in the event the Contractor does not expend funding under this section in accordance with the purposes of this Agreement, in accordance with Paragraph 8 of the General Provisions Form P-37.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, budget.
4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice 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.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. 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.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

DS
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Exhibit C-1

New Hampshire Department of Health and Human Services

Contractor Name: Granite Pathways, Inc.

Budget Request for: RFA-2022-BOAS-02-PEERR-01

Peer Recovery Outreach to Harboring Inmates and Encouragers

Budget Period: July 1, 2021 to June 30, 2022

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$10,744.00	\$ -	\$ -	\$ -	\$10,744.00	\$ -
2. Employee Benefits	\$6,318.08	\$ -	\$ -	\$ -	\$6,318.08	\$ -
3. Consultants	\$5,250.00	\$ -	\$ -	\$ -	\$5,250.00	\$ -
4. Equipment:	\$1,000.00	\$ -	\$ -	\$ -	\$1,000.00	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$400.00	\$ -	\$ -	\$ -	\$400.00	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$1,507.92	\$ -	\$ -	\$ -	\$1,507.92	\$ -
7. Occupancy	\$2,280.00	\$ -	\$ -	\$ -	\$2,280.00	\$ -
8. Custom Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$600.00	\$ -	\$ -	\$ -	\$600.00	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Machinery/Communications	\$400.00	\$ -	\$ -	\$ -	\$400.00	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (souvenirs, meals, gifts, etc.)	\$1,000.00	\$ -	\$ -	\$ -	\$1,000.00	\$ -
Flex Funds for bus tickets, sleeping bags, tents, snacks, water, small denomination gift cards/contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct	\$5,250.00	\$ -	\$ -	\$ -	\$5,250.00	\$ -
TOTAL	\$43,750.00	\$ -	\$ -	\$ -	\$43,750.00	\$ -

0.0%



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS
 K.B
Date 6/10/2021



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:

6/10/2021

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

Vendor Initials DS
KB
Date 6/10/2021



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:

6/10/2021

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

DS
KB

Vendor Initials

Date 6/10/2021

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/10/2021
Date

DocuSigned by:
Kenneth Brezenoff
Name: Kenneth Brezenoff
Title: General Counsel

Contractor Initials *KB*
Date 6/10/2021



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 DS
KB

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:

6/10/2021

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

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:

6/10/2021

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

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

Contractor Initials

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Date 6/10/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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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 (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

Contractor Initials AB



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Date 6/10/2021



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

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The State by:

Name of the Contractor

Katja Fox

Kenneth Brezenoff

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Kenneth Brezenoff

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

General Counsel

Title of Authorized Representative

6/10/2021

6/10/2021

Date

Date

DS
KB

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:

6/10/2021

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

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Contractor Initials

6/10/2021

Date

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

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Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Health and Human Services
Amendment #1**

This Amendment to the Peer Recovery Outreach to Homeless Shelters and Encampments contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Greater Tilton Area Family Resource Center, which has recently changed its name to Archways ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:
Archways.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023

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

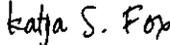
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/10/2022

Date

DocuSigned by:



ED0006604C63442

Name: Katja S. Fox

Title: Director

Archways, formerly known as, Greater Tilton Area Family
Resource Center

6/8/2022

Date



7C00A3219838421

Name: Michelle Lennon

Title: Executive Director

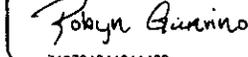
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/10/2022

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

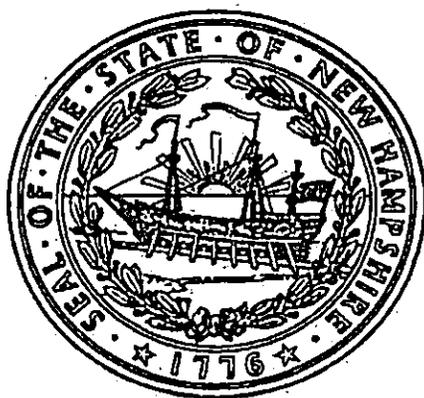
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARCHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 09, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 733566

Certificate Number: 0005777328



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th 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, Brad Davis, President of the Board of Directors, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

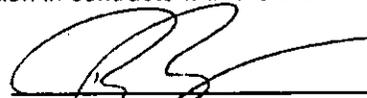
1. I am a duly elected Officer of Archways, formerly known as the Greater Tilton Area Family Resource Center.
(Corporation/LLC Name)

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

VOTED: That Michelle J. Lennon, Executive Director, is duly authorized on behalf of Archways to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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

Dated: 6/7/2022



Signature of Elected Officer
Name: Brad Davis
Title: Board President

Greater Tilton Area Family Resource Center Mission:

The purpose of Greater Tilton Area Family Resource Center is to strengthen and empower families and the community by promoting health, well-being, and self-sufficiency through positive relationships, support, collaboration, and education.

Greater Tilton Resource Center

Profit and Loss
January - December 2021

	TOTAL
Income	
Donations	4,414.42
Doorway Reimbursement	1,083.91
Foundations Grant	
Children's Auction	15,000.00
The Linden Foundation Grant	17,500.00
Total Foundations Grant	32,500.00
Golf Tournament	1,250.00
Golf Players	8,649.00
Golf Sponsor	13,623.30
Total Golf Tournament	23,522.30
Grant Revenue	
ACERT Grant Revenue	54,619.70
Concord PRSS Grant Revenue	143,131.47
CONT 2 - STR - PARENT LEADERS	20,063.06
CONTRACT #3 - Workforce	121,232.17
CONTRACT 1 - PRSS	212,973.26
Covid Staff Coverage at Dube Ct	55,307.14
Franklin Expansion Grant	132,815.23
GPFERR Tech Grant	10,000.00
GRANT 2 - PARENT LEADERSHIP	80,276.02
HDG Grant Income	1,840.98
Homeless Outreach Revenue	14,463.76
Kinship Contract	64,234.97
Kinship-2 Contract	45,921.85
Linden Foundation	42,000.00
Needs Assessment Grant	20,000.00
New Futures Inc. Fiscal Sponsor	3,000.00
PDG - Children's Trust	66,868.51
PDG/UNH Grant	24,571.24
Recovery Works - OJT Reimburse	6,473.70
Total Grant Revenue	1,119,793.06
Medicaid	63,846.58
Miscellaneous Income	22,962.96
Neighbors in Need	425.83
NHCF	66,200.00
Payroll Protection Forgiveness	14,335.46
Peer Support Income	611.78
Rental Income	18,700.00
Stipend	500.00
Training Income	3,160.00
2-Gen	5,000.00
Ethics	255.72

Greater Tilton Resource Center

Profit and Loss

January - December 2021

	TOTAL
Harm Reduction	1,096.92
Recovery Coach Income	749.10
Training Income.	34,241.45
Total Training Income	44,503.19
Total Income	\$1,413,399.49
GROSS PROFIT	\$1,413,399.49
Expenses	
Advertising and Promotion	150.00
Automobile Expense	953.98
fuel.	577.79
Registration	151.20
Total Automobile Expense	1,682.97
Billing Services	4,196.09
Capital Purchases	8,145.27
Color Copier	6,191.52
Computer and Internet Expenses	3,113.86
Laptop and Desktop Computers	13,213.72
Total Computer and Internet Expenses	16,327.58
Contract Labor	4,800.00
Accounting	7,061.14
Bookkeeping	19,556.79
Fiscal Manager	49,085.86
Non-Profit Management	22,000.00
Total Contract Labor	102,503.79
Due & Subscriptions	1,424.90
Equipment/Office Furniture	8,706.70
Food	1,009.13
Garbage Removal	668.00
Gas Cards	1,400.59
Golf Tournament Expenses	5,725.63
Insurance Expense	114.50
Automobile Insurance	1,730.00
Liability Insurance	7,401.50
Workers Comp	20,885.36
Total Insurance Expense	30,131.36
Interest Expense	7,259.01
License/Filing Fees	1,913.50
Marketing/Outreach	10,069.69
Meals and Entertainment	131.58
Membership	712.39
Mileage & Travel	8,670.79
Miscellaneous Expense	6,768.31

Greater Tilton Resource Center

Profit and Loss

January - December 2021

	TOTAL
Mortgage Interest	2,240.84
Office Supplies	2,951.88
Outside Maintenance	750.00
Payroll	
Medical Insurance	35,927.65
Payroll Processing Fees	3,407.20
Payroll Taxes	0.00
ER Fractional Adjustment	0.00
ER Medicare.	10,291.33
ER Social Security.	43,859.01
SUTA Taxes	6,988.19
Total Payroll Taxes	61,138.53
Wages	
Assistant Director	81,864.66
Covid 19 - Dube Center Wages	48,821.35
Data Entry	47,964.80
Early Childhood Educator	4,189.55
Employment Specialist	42,661.08
Executive Director Salary	65,461.01
FSS	18,149.80
Kinship Wages	32,216.28
Medical Billing and Grant Manag	20,216.50
Office Manager	22,502.70
Parent Educator	37,195.30
Recovery Coach Wages	204,393.19
Specialist	39,638.20
Transportation Manager	46,922.04
TRSS Manager	4,959.04
Total Wages	717,155.50
Total Payroll	817,628.88
Peer Resources	19,575.03
Postage and Delivery	1,748.59
Printing and Copying	25.71
Processing Fees	547.26
Professional Fees	1,048.25
Property Taxes	3,423.81
Rent Expense	42,725.00
Repairs and Maintenance	12,469.79
Capital Improvements	22,686.00
Total Repairs and Maintenance	35,155.79
Small Equipment	943.99
Sponsor/donation	400.00
Staff Development	4,275.48

Greater Tilton Resource Center

Profit and Loss
January - December 2021

	TOTAL
Stipends	
Other Stipends	450.00
Total Stipends	450.00
Supplies	26,994.83
Telephone/Internet Expense	28,583.03
TRAINING	587.96
Recovery Coach Academy	1,320.00
TRAINING.	11,453.93
Total TRAINING	13,361.89
Training Consultant	5,000.00
Utilities	6,007.61
Electricity	4,997.41
Oil	5,228.11
Water/Sewer	833.74
Total Utilities	17,066.87
Total Expenses	\$1,248,685.93
NET OPERATING INCOME	\$164,713.56
NET INCOME	\$164,713.56

Greater Tilton Resource Center

Budget Overview: FY_2021 - FY21 P&L

January - December 2021

	TOTAL
Income	
Donations	10,000.00
Foundations Grant	
Children's Auction	10,000.00
The Linden Foundation Grant	83,380.00
Total Foundations Grant	93,380.00
Grant Revenue	
CONT 2 - STR - PARENT LEADERS	77,363.00
CONTRACT #3 - Workforce	133,332.00
CONTRACT 1 - PRSS	142,832.00
Franklin Expansion Grant	117,172.00
Kinship Contract	37,644.00
Kinship-2 Contract	37,644.00
Linden Foundation	46,515.00
PDG - Children's Trust	61,000.00
PDG/UNH Grant	101,284.00
Total Grant Revenue	754,786.00
Medicaid	10,000.00
Miscellaneous Income	200,000.00
NHCF	20,000.00
Rental Income	18,000.00
Training Income	15,000.00
Total Income	\$1,121,166.00
GROSS PROFIT	\$1,121,166.00
Expenses	
Advertising and Promotion	5,000.00
Automobile Expense	
Registration	225.00
Total Automobile Expense	225.00
Bank Service Charges	100.00
Child Care	1,000.00
Color Copier	6,000.00
Computer and Internet Expenses	5,000.00
Laptop and Desktop Computers	4,000.00
Total Computer and Internet Expenses	9,000.00
Contract Labor	
Accounting	15,000.00
Bookkeeping	14,400.00
Fiscal Manager	55,000.00
LADCC	4,800.00
Non-Profit Management	12,000.00
Total Contract Labor	101,200.00

Greater Tilton Resource Center

Budget Overview: FY_2021 - FY21 P&L

January - December 2021

	TOTAL
Due & Subscriptions	400.00
Equipment/Office Furniture	6,000.00
Franklin Expansion	21,879.48
Garbage Removal	648.00
Gas Cards	2,000.00
Insurance Expense	
Automobile Insurance	3,000.00
Workers Comp	7,000.00
Total Insurance Expense	10,000.00
IT Support	10,600.00
Marketing/Outreach	6,000.00
Membership	1,500.00
Mileage & Travel	14,500.00
Miscellaneous Expense	60,000.00
Outside Maintenance	2,000.00
Parent Education Trainers	2,000.00
Payroll	
Medical Insurance	21,181.44
Payroll Taxes	41,411.76
Wages	587,562.36
Total Payroll	650,155.56
Peer Resources	2,000.00
Postage and Delivery	400.00
Professional Fees	
Legal Services	2,000.00
Total Professional Fees	2,000.00
Property Taxes	6,272.76
Recovery Support	1,200.00
Rent Expense	30,000.00
Repairs and Maintenance	
Capital Improvements	50,000.00
Total Repairs and Maintenance	50,000.00
Staff Development	3,000.00
Stipends	
Cell Phone Stipends	4,000.00
Total Stipends	4,000.00
Supplies	15,000.00
Telephone/Internet Expense	9,000.00
TRAINING	
TRAINING.	12,000.00
Total TRAINING	12,000.00
Utilities	5,207.76
Electricity	1,351.44

Greater Tilton Resource Center

Budget Overview: FY_2021 - FY21 P&L

January - December 2021

	TOTAL
Oil	3,000.00
Water/Sewer	809.04
Total Utilities	10,368.24
Total Expenses	\$1,055,449.04
NET OPERATING INCOME	\$65,716.96
NET INCOME	\$65,716.96

GTAFC Board of Directors 2022

	Address	Affiliation	Office	Year elected	Term#
1. Brad Davis	[REDACTED]	Attorney	President	2018	2018-2019 2020-2021 2022-2023
2. Kandyce Tucker	[REDACTED]	Franklin Mayor's Drug Task Force	Vice-President	2021	2021-2022 2023-2024 2025-2026
3. Nancy Nemcovich	[REDACTED]	LADC		2018	2018-2019 2020-2021 2022-2023
4. Marci DeCarli	[REDACTED]	Concord Hospital		2022	2022-2023 2024-2025 2026-2027
5. Andrea Jergeson	[REDACTED]	Behavioral Specialist Health First	Secretary	2022	2022-2023 2024-2025 2026-2027
6. Lori-Ann Bolduc	[REDACTED]	Bank Manager	Treasurer	2022	2022-2023 2024-2025 2026-2027
7.					
8.					
9.					

GRANT OHLUND OUTREACH MANAGER-RECOVERY COACH SPECIALIST OUTREACH TO INDIVIDUALS EXPERIENCING HOMELESSNESS

OBJECTIVE: To provide support to staff and participants working in Community Corrections through ancillary support to staff and direct support to those participants who may be experiencing homelessness in their program.

EXPERIENCE:

Prior to sustaining recovery from alcohol addiction six years ago, I had experienced homelessness in the Concord area. Providing outreach to those experiencing homelessness has been my passion, "in my DNA" as I say. Because I was someone not willing to pursue recovery for some time, the importance of harm reduction is paramount in my approach. All individuals in our outreach area has experienced trauma and mental illness. Many have had periods of criminal justice system involvement. It will be my honor to work to support this effort.

March 2016-March 2021 Teen Challenge-Admissions Coordinator Sole service provider for intakes at the Manchester, NH Location

Duties included (not limited to):

- Verification of important patient information such as eligibility, background checks, and medical clearance for entry into the patient management system
- Communication of goals, plans, and progress to family members
- Copying, logging and scanning supporting documentation and placed all information in client files
- Community collaboration management
- Observing student behavior and developing behavioral interventions
- Completing preliminary paperwork for incoming and outgoing patients
- Performing monthly inventory and maintained office and medical supply counts
- Providing supervision

April 1998-February 2020 Restaurant Manager, Pappy's Pizza

EDUCATION

May 1993 High School Diploma, Central High School, Manchester, NH

Skills

- Data Collection & Management
- Active Listening, Boundary Management, Motivational Interviewing
- Knowledgeable around HIPPA & 42CFR, some medical terminology, Drug Screens, Harm Reduction (Needle Exchange, Narcan Distribution & Use, Fentanyl Test Strip Use, "Safe Works" education, and advocacy

TRAINING:

CHOICES 30 Hour Recovery Coach Training
CCAR Recovery Coach Academy
CCAR Ethical Considerations for Recovery Coaches
Suicide Prevention for Recovery Coaches
HIV/AIDS/Hepatitis Prevention for Recovery Coaches
Spirituality and Recovery Coaching
Strengthening Families Framework
Standards of Quality for Family Support & Strengthening

Greater Tilton Area Family Resource Center / Archways

Key Personnel

Name	Job Title	Salary Amount Paid, from this Contract
Grant Ohlund	Outreach Manager	50% of salary

20
mac

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

June 10, 2021

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into contracts with the vendors listed below in an amount not to exceed \$175,000 for face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters, with the option to renew for up to two (2) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2022. 100% Other Funds (Governor's Commission Funds.)
2. Further authorize an advance payment of \$10,000 to each Contractor listed below in accordance with the terms of the contract, effective upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds.)

Vendor Name	Vendor Code	Area Served	Contract Amount
Granite Pathways Manchester, NH	228900-B001	Greater Manchester and Greater Concord	\$43,750
Greater Seacoast Community Health/Goodwin Community Health	154703-P001	Seacoast Area	\$43,750
Greater Tilton Area Family Resource Center	310158-B001	Tilton/Laconia	\$43,750
Friends of Recovery, New Hampshire	159129-B001	Greater Manchester	\$43,750
		Total:	\$175,000

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

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92058502	\$175,000
			Total	\$175,000

EXPLANATION

The purpose of this request is provide face-to-face outreach by Recovery Community Organizations to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters.

Some individuals experiencing homelessness exhibit signs of being under the influence of alcohol or other drugs. During the COVID-19 pandemic many substance use disorder services were only available virtually. As a result, individuals who are homeless could have become more isolated.

Peer recovery support is believed to be one of the most effective forms of outreach to individuals experiencing homelessness. A relationship develops between an individual experiencing homelessness and a peer in recovery who has experienced similar hardship. Peer recovery coaches who are trained and supervised by a Recovery Community Organization are in the best position to provide outreach because of their personal experiences and their connections to recovery services and supervision.

Approximately 300 individuals will be served from July 1, 2021 to June 30, 2022.

The Contractor will assist individuals experiencing homelessness who respond positively to outreach activities to overcome barriers to accessing resources and will work with the individuals to help them remain engaged in recovery activities.

The intent of these pilot projects is to determine the receptivity of individuals experiencing homelessness in the identified communities to peer outreach services. The Department will determine this using the following performance measures:

- The number of outreach encounters completed.
- The quantity of materials distributed, including but not limited to:
 - Personal protective equipment.
 - Naloxone.
- The number of referrals made for services.

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

- The number of individuals that make contact with a Recovery Community Organization.

Should the Department decide to expand this programming based on these pilot projects, information gained from the projects will be utilized to define more specific performance measures moving forward.

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 4/7/2021 through 5/6/2021. The Department received four (4) 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, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request homeless people in New Hampshire may not have access to services to address health, housing, and substance use disorders.

Areas served: Statewide

Source of Funds: 100% Other Funds (Governor's Commission Funds).

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Peer Recovery Outreach to Homeless
Shelters and Encampments

RFA-2022-BDAS-02-PEERR

RFA Name

RFA Number

Bidder Name

1. Granite Pathways
2. Greater Seacoast Comm. Health
3. Greater Tilton Area Family
4. Hope for NH Recovery

Pass/Fail	Maximum Points	Actual Points
	120	99
	120	117
	120	108
	120	68

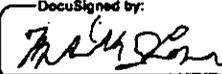
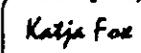
Subject: Peer Recovery Outreach to Homeless Shelters and Encampments (RFA-2022-BDAS-02-PEERR-03)

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 Greater Tilton Area Family Resource Center		1.4 Contractor Address 5 Prospect St. Tilton, NH 03276	
1.5 Contractor Phone Number (603) 286-4255	1.6 Account Number 05-95-92-920510- 33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$43,750
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/9/2021		1.12 Name and Title of Contractor Signatory Michelle Lennon Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/10/2021		1.14 Name and Title of State Agency Signatory Katja 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: 6/10/2021			
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, 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.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT A**

Revisions to Standard Agreement Provisions

- 1.1. 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 to two (2) 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.
- 1.2. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this Agreement to individuals experiencing homelessness, including, but not limited to, individuals residing in:
 - 1.1.1. Homeless shelters.
 - 1.1.2. Homeless encampments.
- 1.2. The Contractor shall ensure services are available and provided in Tilton, Franklin, and the surrounding areas.
- 1.3. The Contractor shall maintain accreditation to conduct outreach to individuals experiencing homelessness as a Recovery Community Organization (RCO) from the Council on Accreditation of Peer Recovery Support Services (CAPRSS).
- 1.4. The Contractor shall ensure staff and volunteers providing outreach services have personal experience with recovery from substance use disorder, or a comprehensive knowledge of homeless encampments and homeless shelters in the area served.
- 1.5. The Contractor shall provide face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters. The Contractor shall:
 - 1.5.1. Determine safety protocols for direct outreach activities.
 - 1.5.2. Ensure staff and volunteers conducting direct outreach:
 - 1.5.2.1. Follow Centers for Disease Control (CDC) guidelines;
 - 1.5.2.2. Have access to adequate personal protective equipment (PPE); and
 - 1.5.2.3. Receive training on:
 - 1.5.2.3.1. Outreach safety protocols;
 - 1.5.2.3.2. Harm reduction;
 - 1.5.2.3.3. Available local services that may meet the needs of individuals experiencing homelessness;
 - 1.5.2.3.4. A process for documenting outreach services conducted; and
 - 1.5.2.3.5. Requirements for maintaining the confidentiality of information relating to individuals and individual's health and personal condition.
 - 1.5.3. Ensure RCO staff and volunteers receive appropriate supervision for their outreach work.

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**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

- 1.6. The Contractor shall ensure RCO outreach staff and volunteers work to provide community connections for individuals, which may include but are not limited to:
 - 1.6.1. Providing access to supportive services, which may include but are not limited to:
 - 1.6.1.1. Recovery support services.
 - 1.6.1.2. Treatment services.
 - 1.6.1.3. Health care.
 - 1.6.1.4. Housing assistance.
 - 1.6.1.5. Emergency food programs.
 - 1.6.1.6. Harm reduction resources.
 - 1.6.2. Making contact and developing relationships with individuals experiencing homelessness.
 - 1.6.3. Providing education relative to addiction, recovery, health issues, and available resources.
 - 1.6.4. Offering harm reduction resources that may include but are not limited to PPE and naloxone.
- 1.7. The Contractor shall assist individuals in encampments who respond positively to outreach activities to overcome barriers to accessing resources, including:
 - 1.7.1. Lack of transportation;
 - 1.7.2. Lack of knowledge on available services specific to individuals' needs;
 - 1.7.3. Limited English Proficiency (LEP); and
 - 1.7.4. Diagnosed or undiagnosed mental illness.
- 1.8. The Contractor shall work to keep individuals experiencing homelessness engaged in recovery activities. The Contractor shall offer activities and services that include, but are not limited to:
 - 1.8.1. Peer recovery coaching on premises.
 - 1.8.2. Outreach services.
 - 1.8.3. Providing information and access to other resources and services that support recovery.

2. Exhibits Incorporated

- 2.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly reports to the Department that detail activities completed and the number of individuals served as a result of completed activities.
- 3.2. The Contractor shall ensure reports include, but are not limited to:
 - 3.2.1. Number of outreach encounters completed in the previous month.
 - 3.2.2. Type and number of outreach activities conducted in the previous month.
 - 3.2.3. Types of educational information provided during the previous month
 - 3.2.4. Number of referrals to services initiated during the previous month.
 - 3.2.5. Activities conducted during the previous month that reduced barriers to services outlined in Subsection 1.8, above.

4. Performance Measures

- 4.1. The Department will monitor performance of the Contractor by:
 - 4.1.1. The number of outreach encounters completed.
 - 4.1.2. The number of resources that are distributed, including but not limited to:
 - 4.1.2.1. Personal protective equipment.
 - 4.1.2.2. Naloxone.
 - 4.1.3. The number of referrals made for services listed in Paragraph 3.2.4
 - 4.1.4. The number of individuals that make contact with an RCO.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. 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.



**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

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

5.2.1. The Contractor shall submit, within ten (10) business 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.

5.3. Credits and Copyright Ownership

5.3.1. 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."

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

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

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

6. Records

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

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

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**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of its 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
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Other Funds (Governor's Commission Funds.)
2. The Department will pay the Contractor \$10,000 upon approval of this Agreement by the Governor and Executive Council.
 - 2.1. Upon request, the Contractor shall provide an expense report and supporting documentation, in a form satisfactory to the Department, which identifies allowable expenses incurred.
 - 2.2. The Department may recoup payment made under this section or withhold future payments in an amount not to exceed \$10,000, in whole or in part, in the event the Contractor does not expend funding under this section in accordance with the purposes of this Agreement, in accordance with Paragraph 8, of the General Provisions Form P-37.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, budget.
4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice 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.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. 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.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Contractor Name: Greater Tilton Area Family Resource Center

Budget Request for: Peer Recovery Outreach to Homeless Shelters and Encampments (RFA-2022-BDAS-02-PEERR-03)

Project Title

Budget Period: 7/1/21-6/30/22

Line Item	Total Program Cost as of 6/30/22			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,000.00	\$ 2,500.00	\$ 27,500.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 2,500.00	\$ 27,500.00
2. Employee Benefits	\$ 1,912.50	\$ 191.25	\$ 2,103.75	\$ -	\$ -	\$ -	\$ 1,912.50	\$ 191.25	\$ 2,103.75
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 125.00	\$ 1,375.00
Office	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 480.00	\$ 48.00	\$ 528.00	\$ -	\$ -	\$ -	\$ 480.00	\$ 48.00	\$ 528.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto and Leasing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify: SUPPLIES, MATERIALS, etc.)	\$ 3,030.73	\$ 303.07	\$ 3,333.25	\$ -	\$ -	\$ -	\$ 3,030.73	\$ 303.07	\$ 3,333.25
Supplies for participants including: Bus Tickets, Contingencies (small denomination gift cards for one Sleeping Bags, Snacks, Water, Tents, etc)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 33,772.73	\$ 3,377.27	\$ 43,750.00	\$ -	\$ -	\$ -	\$ 33,772.73	\$ 3,377.27	\$ 43,750.00

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials MS
Date 6/9/2021



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:

6/9/2021

Date

DocuSigned by:

Name: Michelle Lennon

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:

6/9/2021
Date

DocuSigned by:

Name: Michelle Lennon
Title: Executive Director

DS

Vendor Initials
Date 6/9/2021

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/9/2021

Date

DocuSigned by:

Name: Michelle Lennon
Title: Executive Director

Contractor Initials
Date 6/9/2021

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 ML

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:

6/9/2021

Date

DocuSigned by:

Name: Michelle Lennon
Title: Executive Director

Exhibit G

Contractor Initials

DS

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:

6/9/2021

Date

DocuSigned by:

Name: Michelle Lennon

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

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

MJ

Date 6/9/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials ML

Date 6/9/2021



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 ML

Date 6/9/2021

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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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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

Greater Tilton Area Family Resource Center

The State by:

Name of the Contractor

Katja Fox

Michelle Lennon

Signature of Authorized Representative

Signature of Authorized Representative

katja fox

Michelle Lennon

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/10/2021

6/9/2021

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:

6/9/2021

Date

DocuSigned by:

Name: Michelle Lennon

Title: Executive Director

Contractor Initials

6/9/2021

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.

- The DUNS number for your entity is: 117083122
- 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:

- 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:

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

Name: _____	Amount: _____

Contractor Initials ML
Date 6/9/2021

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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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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

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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

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.).

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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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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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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Peer Recovery Outreach to Homeless Shelters and Encampments contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Friends of Recovery, New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:
Friends of Recovery, New Hampshire DBA Hope for New Hampshire Recovery.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023

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

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

State of New Hampshire
Department of Health and Human Services

6/13/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Friends of Recovery, New Hampshire
DBA Hope for New Hampshire Recovery

6/13/2022

Date

Keith Howard

Name: Keith Howard

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/13/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

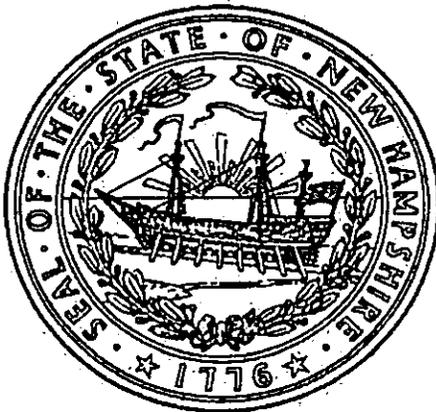
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FRIENDS OF RECOVERY, NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 08, 2000. 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: 354680

Certificate Number: 0005777924



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May 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

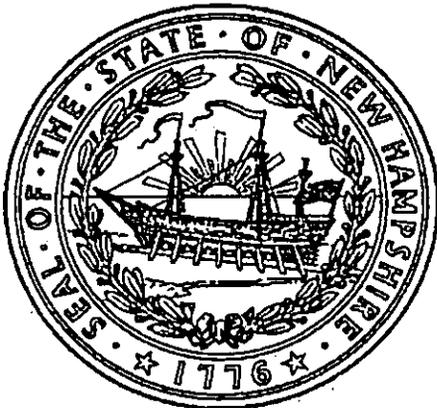
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOPE FOR NEW HAMPSHIRE RECOVERY is a New Hampshire Trade Name registered to transact business in New Hampshire on August 23, 2013. 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: 696655

Certificate Number: 0005790280



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of June A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Slawsky _____ 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 Friends of Recovery, New Hampshire dba HOPE for NH Recovery
(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 8 _____, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Keith Howard, Executive Director_ (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of Friends of Recovery, New Hampshire dba HOPE for NH 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: 6/10/22



Signature of Elected Officer
Name: David P. Slawsky
Title: Chair

Rev. 03/24/20



FRIEOR-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2021

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: _____
	PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: _____
INSURED Friends of Recovery - NH, Inc. dba Hope for New Hampshire Recovery P.O. Box 358 Manchester, NH 03105	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Mount Vernon Fire Insurance
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NPP2569106C	7/1/2021	7/1/2022	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 - COM/POP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
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 \$ 0			CUP1559272C	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liabli			NPP2569106C	7/1/2021	7/1/2022	Each Incident	1,000,000
A	Professional Liabli			NPP2569106C	7/1/2021	7/1/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Umbrella policy does not extend over the Professional Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Donna P. Beaudoin</i>
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2021

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

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

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC	
	PHONE (A/C, No., Ext): 888-289-2939	FAX (A/C, No):
	E-MAIL ADDRESS: carts@apintego.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Markel Insurance Company	38970F
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
 Friends of Recovery-NH DBA HOPE for NH Recovery
 293 Wilson St
 Manchester NH 03103-5021

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	WC0163984-07	07/08/2021	07/08/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER **CANCELLATION**

State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	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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HOPE for New Hampshire Recovery
293 Wilson Street #101, Manchester NH 03103
Tel (603) 935-7524 Fax (603) 232-3758
<http://recoverynh.org>

HOPE is a recovery center, focused on helping people find, maintain and strengthen their recovery from drugs and alcohol.



**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Financial Statements
For the Year Ended June 30, 2020

(With Independent Accountants' Review Report Thereon)

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Friends of Recovery, New Hampshire
d/b/a Hope for NH Recovery

We have reviewed the accompanying financial statements of Friends of Recovery, New Hampshire d/b/a Hope for NH Recovery, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Nashua, New Hampshire
Manchester, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

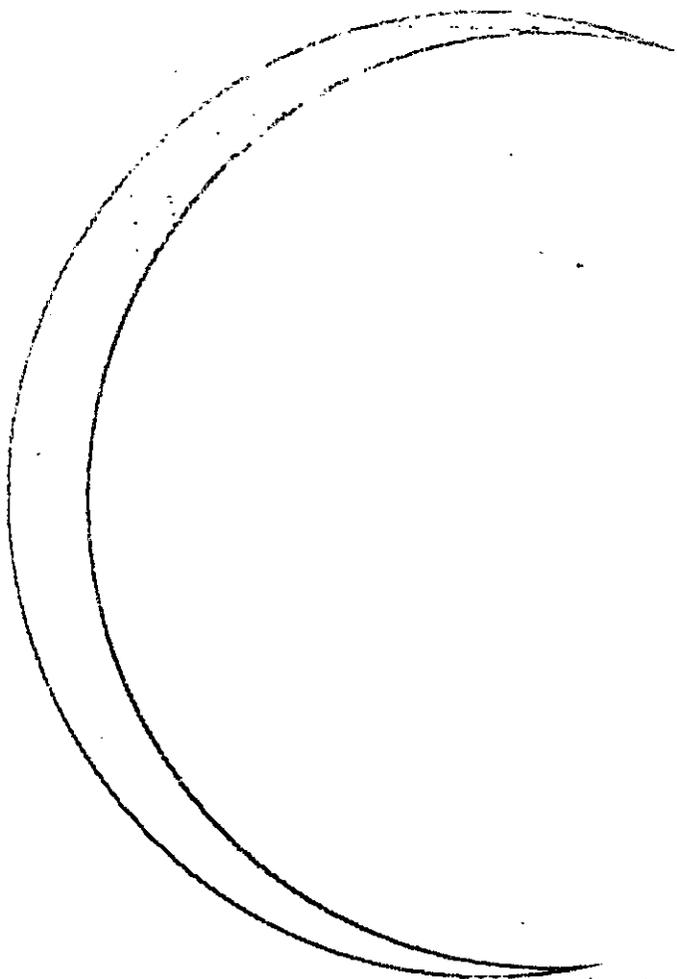
Other Matter

Report on Summarized Comparative Information

We previously reviewed Friends of Recovery, New Hampshire d/b/a Hope for NH Recovery's June 30, 2019 financial statements and in our report dated November 7, 2019 stated that based on our procedures, we were not aware of any material modifications that should be made to the June 30, 2019 financial statements in order for them to be in accordance with the accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended June 30, 2019 for it to be consistent with the reviewed financial statements from which it has been derived.

A handwritten signature in cursive script that reads "Melanson".

Manchester, New Hampshire
November 5, 2020



**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Statement of Financial Position
June 30, 2020
(with comparative totals as of June 30, 2019)

	2020		2020 <u>Total</u>	2019 <u>Total</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>		
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 583,860	\$ 20,334	\$ 604,194	\$ 429,929
Receivables	1,810	-	1,810	700
Prepaid expenses	<u>3,626</u>	<u>-</u>	<u>3,626</u>	<u>8,862</u>
Total Current Assets	589,296	20,334	609,630	439,491
Noncurrent Assets:				
Property and equipment, net	823,123	-	823,123	869,779
Security deposit	<u>3,957</u>	<u>-</u>	<u>3,957</u>	<u>3,957</u>
Total Noncurrent Assets	<u>827,080</u>	<u>-</u>	<u>827,080</u>	<u>873,736</u>
TOTAL ASSETS	\$ <u>1,416,376</u>	\$ <u>20,334</u>	\$ <u>1,436,710</u>	\$ <u>1,313,227</u>
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 5,970	\$ -	\$ 5,970	\$ 7,822
Accrued payroll and related liabilities	6,310	-	6,310	4,690
Refundable advances	62,020	-	62,020	-
Current portion of forgivable loans	<u>109,200</u>	<u>-</u>	<u>109,200</u>	<u>109,200</u>
Total Current Liabilities	183,500	-	183,500	121,712
Noncurrent Liabilities:				
Forgivable loans, net of current portion	<u>318,800</u>	<u>-</u>	<u>318,800</u>	<u>428,000</u>
Total Noncurrent Liabilities	<u>318,800</u>	<u>-</u>	<u>318,800</u>	<u>428,000</u>
TOTAL LIABILITIES	502,300	-	502,300	549,712
Net Assets:				
Without donor restrictions	914,076	-	914,076	751,178
With donor restrictions	<u>-</u>	<u>20,334</u>	<u>20,334</u>	<u>12,337</u>
Total Net Assets	<u>914,076</u>	<u>20,334</u>	<u>934,410</u>	<u>763,515</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u>1,416,376</u>	\$ <u>20,334</u>	\$ <u>1,436,710</u>	\$ <u>1,313,227</u>

See Independent Accountants' Review Report.

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Statement of Activities
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020		2020 <u>Total</u>	2019 <u>Total</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>		
SUPPORT, REVENUE AND OTHER				
Support:				
Contributions and grants	\$ 506,999	\$ 28,746	\$ 535,745	\$ 483,697
In-kind donations	300	-	300	4,952
Loan forgiveness	109,200	-	109,200	103,200
Special events:				
Gross special events revenue	23,712	-	23,712	25,218
Less cost of special events	<u>(6,313)</u>	<u>-</u>	<u>(6,313)</u>	<u>(8,022)</u>
Net special events revenue	17,399	-	17,399	17,196
Revenue and Other:				
Program services	10,873	-	10,873	3,683
Other income	4,084	-	4,084	5,427
Interest income	4,147	-	4,147	3,172
Loss on disposal of assets	(35,820)	-	(35,820)	-
Net Assets Released From Restriction	<u>20,749</u>	<u>(20,749)</u>	<u>-</u>	<u>-</u>
Total Support, Revenue and Other	637,931	7,997	645,928	621,327
EXPENSES				
Program Services:				
Berlin Center	64,131	-	64,131	73,246
Manchester Center	247,671	-	247,671	301,037
Franklin Center	<u>-</u>	<u>-</u>	<u>-</u>	<u>42,852</u>
Total Program Services	311,802	-	311,802	417,135
Supporting Services:				
General and administrative	143,361	-	143,361	117,596
Fundraising	<u>19,870</u>	<u>-</u>	<u>19,870</u>	<u>11,986</u>
Total Supporting Services	<u>163,231</u>	<u>-</u>	<u>163,231</u>	<u>129,582</u>
Total Expenses	<u>475,033</u>	<u>-</u>	<u>475,033</u>	<u>546,717</u>
CHANGE IN NET ASSETS	162,898	7,997	170,895	74,610
NET ASSETS, BEGINNING OF YEAR	<u>751,178</u>	<u>12,337</u>	<u>763,515</u>	<u>688,905</u>
NET ASSETS, END OF YEAR	<u>\$ 914,076</u>	<u>\$ 20,334</u>	<u>\$ 934,410</u>	<u>\$ 763,515</u>

See Independent Accountants' Review Report.

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Statement of Functional Expenses
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020							2019 Total
	Program Services			Supporting Services			2020 Total	
	Berlin Center	Manchester Center	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
Personnel expense:								
Salaries and wages	\$ 34,181	\$ 116,940	\$ 151,121	\$ 91,264	\$ 18,253	\$ 109,517	\$ 260,638	\$ 305,003
Employee benefits	475	1,792	2,267	388	78	466	2,733	16,843
Payroll taxes	3,010	10,807	13,817	7,695	1,539	9,234	23,051	25,020
Contracted and professional services:								
Accounting	-	-	-	7,622	-	7,622	7,622	5,069
Other	5,036	5,185	10,221	5,328	-	5,328	15,549	9,236
Depreciation	-	17,324	17,324	11,720	-	11,720	29,044	29,547
Grants and scholarships	-	700	700	-	-	-	700	706
Insurance	-	2,006	2,006	5,739	-	5,739	7,745	10,050
Miscellaneous	-	-	-	-	6,313	6,313	6,313	12,533
Occupancy	20,358	71,981	92,339	4,344	-	4,344	96,683	104,376
Office expenses	950	10,853	11,803	2,618	-	2,618	14,421	15,448
Supplies	-	5,172	5,172	6,190	-	6,190	11,362	10,928
Travel	121	4,911	5,032	453	-	453	5,485	9,980
Total expenses by function	64,131	247,671	311,802	143,361	26,183	169,544	481,346	554,739
Less expenses included on the Statement of Activities for the cost of special events	-	-	-	-	(6,313)	(6,313)	(6,313)	(8,022)
Total expenses reported on the Statement of Activities	<u>\$ 64,131</u>	<u>\$ 247,671</u>	<u>\$ 311,802</u>	<u>\$ 143,361</u>	<u>\$ 19,870</u>	<u>\$ 163,231</u>	<u>\$ 475,033</u>	<u>\$ 546,717</u>

See Independent Accountants' Review Report.

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Statement of Cash Flows
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 170,895	\$ 74,610
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	29,044	29,547
Loss on disposal of assets	35,820	-
Amortization of forgivable loans	(109,200)	(103,200)
Changes in operating assets and liabilities:		
Receivables	(1,110)	(556)
Prepaid expenses	5,236	(1,780)
Accounts payable	(1,852)	5,242
Accrued payroll and related liabilities	1,620	(4,430)
Refundable advances	<u>62,020</u>	<u>-</u>
Net Cash Provided By Operating Activities	192,473	(567)
Cash Flows From Investing Activities:		
Payment of security deposit	-	(249)
Purchase of property and equipment	<u>(18,208)</u>	<u>(2,200)</u>
Net Cash Used By Investing Activities	(18,208)	(2,449)
Cash Flows From Financing Activities:		
Proceeds of forgivable loans	<u>-</u>	<u>60,000</u>
Net Cash Used By Financing Activities	<u>-</u>	<u>60,000</u>
Net Change in Cash and Cash Equivalents	174,265	56,984
Cash and Cash Equivalents, Beginning of Year	<u>429,929</u>	<u>372,945</u>
Cash and Cash Equivalents, Ending of Year	<u>\$ 604,194</u>	<u>\$ 429,929</u>

See Independent Accountants' Review Report.

**FRIENDS OF RECOVERY, NEW HAMPSHIRE
D/B/A HOPE FOR NH RECOVERY**

Notes to Financial Statements
For the Year Ended June 30, 2020

1. Description of Organization

Friends of Recovery, New Hampshire d/b/a Hope for NH Recovery (the Organization) is a nonprofit organization incorporated in New Hampshire. The Organization raises awareness and educates the general public about the nature of addiction, the effectiveness of treatment, and the value of hope and recovery. The Organization's activities include community awareness and education initiatives, addiction care management, peer-to-peer services, and workplace wellness programs.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant change in the way the Organization recognizes revenue and, therefore, no changes to the previously issued reviewed financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and

a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the financial statements.

Comparative Financial Information

The accompanying 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 accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the reviewed financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Receivables

Receivables consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Property and Equipment

Property and equipment additions are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2020 or 2019.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor- or grantor-imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor- (or certain grantor-) imposed restrictions.

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position. The Organization received cost-reimbursable grants of \$16,680 that have not been recognized at June 30, 2020 because qualifying expenditures have not yet been incurred, with an advance payment of \$62,020 recognized in the Statement of Financial Position as a refundable advance.

Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. Special events revenue is recognized equal to the fair value of direct benefits to donors when the special event takes place. The contribution element of special event revenue is recognized immediately, unless there is a right of return if the special event does not take place.

Revenues derived from providing program services are recognized as the services are provided. Program service fees paid in advance are deferred.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow

recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Functional Allocation of Expenses

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain costs have been allocated among the programs and supporting services benefited. Therefore, expenses require allocation on a reasonable basis that is consistently applied. Most expenses are directly charged to the functional categories, with the exception of salaries of certain individuals that spend time performing multiple functions. These salaries are allocated to functional categories based on the best estimates of actual time and effort.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires 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, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categories the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities in active markets that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the fiscal year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the fiscal year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

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 comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 604,194	\$ 429,929
Receivables	<u>1,810</u>	<u>700</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 606,004</u>	<u>\$ 430,629</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year,

the Organization operates with a balance budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Property and Equipment

Property and equipment is comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Computer equipment	\$ 21,761	\$ 5,254
Furniture and equipment	8,700	9,700
Vehicles	45,000	45,000
Leasehold improvements	<u>866,196</u>	<u>904,678</u>
Subtotal	941,657	964,632
Less accumulated depreciation	<u>(118,534)</u>	<u>(94,853)</u>
Total	<u>\$ 823,123</u>	<u>\$ 869,779</u>

Depreciation expense totaled \$29,044 and \$29,547 for the years ended June 30, 2020 and 2019, respectively.

5. Refundable Advances

In April 2020, the Organization received loan proceeds in the amount of \$62,020 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loan and accrued interest may be forgiven after 24 weeks providing the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries during the 24 week period.

Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with deferral of payments for the first ten months. The Organization intends to use the proceeds for purposes consistent with the PPP requirements. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, the Organization cannot guarantee that the loan will be forgiven, in whole or in part. In accordance with Generally Accepted Accounting Principles, the Organization has not recognized any of the PPP loan as revenue, as no funds have been used for any qualifying expenses incurred in fiscal year 2020. The balance of the PPP loan, in the amount of \$62,020, is reflected as a refundable advance in the Statement of Financial

Position. Subsequent to fiscal year-end, the Organization applied for 100% forgiveness of the PPP loan and awaits final approval from the SBA..

6. Forgivable Loans

The Organization received a \$300,000 noninterest-bearing Community Improvement Program note from the City of Manchester for the development of the recovery center in Manchester, New Hampshire in fiscal year 2016. The note will be amortized and forgiven over a 5-year period and, if all requirements have been met, the entire loan will be forgiven. If the Organization does not meet the requirements of the agreement, the loan in its entirety shall be due and payable to the City. The agreement requires that at least 70% of the program participants meet the low-to-moderate income guidelines. The Organization is required to submit annual beneficiary reports during the 5-year period. The balance of this forgivable loan was \$60,000 and \$120,000 at June 30, 2020 and 2019, respectively.

The New Hampshire Community Development Finance Authority (CDFA) awarded \$615,000 in state tax credits to be used by the Organization in developing a recovery center in Manchester, New Hampshire. Under this program, the Organization receives 80%, or \$492,000, in funding for its center. The CDFa requires a leasehold mortgage and security interest in the Organization's Manchester center. The Organization, or another non-profit entity approved by the CDFa, must remain as tenant of the leased premises for a period of 10 years from the contract start date in January 2017. Additional requirements include compliance with the premise's lease agreement, adequate insurance coverage, and timely payment of all taxes or assessments. The CDFa security interest self-amortizes over 10 years. If the Organization does not meet all requirements of the agreement, the unamortized balance will be immediately due and payable to the CDFa. The Organization received \$0 and \$60,000 in funds in the years ended June 30, 2020 and 2019, respectively. The balance of this forgivable loan was \$368,000 and \$417,200 at June 30, 2020 and 2019, respectively.

Forgivable loans are categorized in the fair value hierarchy as Level 2.

7. Net Assets With Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Program development	\$ -	\$ 3,000
Housing scholarships	8,337	9,337
Technology	<u>11,997</u>	<u>-</u>
Total	<u>\$ 20,334</u>	<u>\$ 12,337</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ending June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Satisfaction of purpose restrictions:		
Franklin, NH recovery center development	\$ -	\$ 3,363
Volunteer coordinator compensation	-	10,382
Program development		10,490
Berlin and Franklin staffing	-	24,557
Housing scholarships	1,000	-
Technology	16,749	-
Other	<u>3,000</u>	<u>-</u>
Total	<u>\$ 20,749</u>	<u>\$ 48,792</u>

8. Operating Leases

The Organization leased a building located in Berlin, New Hampshire for a recovery center under a tenant-at-will agreement that ended June 15, 2020. Rent expense, which is included in occupancy costs in the Statement of Functional Expenses, under this operating lease was \$12,650 and \$13,800 for the years ended June 30, 2020 and 2019, respectively.

In June 2016, the Organization entered into a 15-year lease agreement for its Manchester, New Hampshire offices and recovery center. This agreement includes options to renew for two 5-year terms. Rent expense, which is included in occupancy costs in the Statement of Functional Expenses, under this operating lease was \$27,474 and \$27,474 for the years ended June 30, 2020 and 2019, respectively.

Estimated future minimum lease payments are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2021	\$ 27,474
2022	27,474
2023	27,474
2024	27,474
2025	27,474
Thereafter	<u>162,555</u>
Total future minimum rental payments	<u>\$ 299,925</u>

9. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

10. Concentration of Risk

In fiscal years 2020 and 2019, the State of New Hampshire provided approximately 60% and 49%, respectively, of total revenues.

11. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

12. Subsequent Events

Subsequent events have been evaluated through November 5, 2020, which is the date the financial statements were available to be issued.

Friends of Recovery NH
dba Hope for NH Recovery Board

Name	Officers	Professional Affiliations	Start	Additional Term	Term Off	Email	Phone
David Slawsky	Chair	Nixon, Vogelman, Slawsky & Simoneau P.A.	7/8/2020		9/11/18	[REDACTED]	[REDACTED]
Micheal Ramshaw	Chair-Elect	New Hampshire Fisher Cats, President	7/8/2020		1/15/19	[REDACTED]	[REDACTED]
Margo Compagna	Secretary	BOD Manchester Mental Health, CASA Volunteer, retired Catholic Medical Center	7/8/2020		11/9/2016	9/11/18	[REDACTED]
John Patti		Catholic Medical Center			5/13/2019	[REDACTED]	[REDACTED]
Jacob Young		Kings Cross Church			10/14/20	[REDACTED]	[REDACTED]
Max Chaisson		Gatehouse			10/14/20	[REDACTED]	[REDACTED]
Anna Thomas		Manchester Department of Public Health			8/2/21	[REDACTED]	[REDACTED]
Robert Pinciario		Gatehouse			8/2/21	[REDACTED]	[REDACTED]
Tiffany Waddington		NH Neurospine Institute				[REDACTED]	[REDACTED]



Keith B. Howard

A community builder, communicator and leader with 20 years' experience guiding change and improvement in schools, residential placements, theaters and congregations. A subtle yet powerful executive who brings out the best in everyone he works with, whatever limiting labels they may have. A proven fundraiser and spokesman who communicates clearly with people from academics to journalists to the homeless.

Highlights of Qualifications

- Spearheaded cultural transformation of Liberty House from isolated, resentful program into full membership in the Manchester community
- Directed/grew three innovative and successful alternative high school programs recognized as state-wide models
- Founder/director Clearway Improvisational Theater; performed nationally for more than 25,000 audience members
- Written successful grant proposals of more than \$100,000 at federal, state and local levels
- Certified as a principal, reading specialist, elementary educator and English teacher
- Published non-fiction and fiction in both academic journals and general-interest publications

Experience

Leadership/Supervision

- Increased successful completion rate at Liberty House by 500% in less than one year
- Improved employment rate at Liberty House from 10% one year ago to 70%
- Oversaw and managed budgets from collaborative creation to implementation to reporting
- Tripled enrollment and quadrupled attendance rate at Equity II; created state-wide alternative model
- Mentored and supervised more than a hundred teaching and counselling staff
- Administered special-education programs at Clearway and Goffstown Area High School
- Led communities ranging in size from a dozen to more than a hundred and in age from seven to 74 years old

Writing/Public Speaking/Fundraising

- Presented workshops, in-service training and lectures to varied audiences on such topics as homelessness, services for the dually diagnosed, teenage sexuality, dropout prevention, adult literacy, learning styles and alternative education
- Performed locally and nationally with the Northern New England Social Change Theater

- Turned the Clearway Improvisational Theater into a profitable operation through creation of pay-per-performance agreements with school districts, conference organizers and colleges nation-wide
- Hosted radio talk show; wrote, produced and delivered three daily radio newscasts
- Wrote award-winning newspaper features. Nominated "European Military Journalist of the Year"

Teaching/Working with Various Populations

- Taught elementary students through adults with such labels as emotional and behavioral disorders, mental illness, mental retardation and learning disabilities
- Provided support and supervision for adults with mental retardation, mental illness, substance abuse or combinations of the three.
- Taught second-grade, designing writing program; English as a Second Language to new immigrants; high school English; theater, economics; reading; prepared long-term welfare recipients for GED
- Wrote and implemented Individual Education Programs for students with a variety of disabilities

Work History

2012-2017	Executive Director	Liberty House Veterans Transitional Home, Manchester, NH
2008-2012	Residential Manager	Independent Services Network, Manchester, NH
2007-2008	Reading Teacher	Academy of Learning and Technology, Nashua School District
2005-2006	Teacher	Jolicoeur School, Manchester, NH
2000-2004	Director/Teacher	Founded Goffstown Alternative Program
1995-2000	Director/Teacher	Equity II Alternative School, John Stark High School, Weare, NH
1987-1994	Director	Clearway Alternative High School, Nashua, New Hampshire

Education

1990-1992	M.Ed School Administration	Rivier College, Nashua, NH GPA: 4.9 (4.0)
1984-1986	Ministerial Studies	Gordon-Conwell Seminary, Hamilton, MA GPA: 3.7 (4.0)
1982-1984	Reading Specialist Program	UNH, Durham, NH GPA 3.6 (4.0)
1981-1982	B.A. in English Teaching	UNH, Durham, NH GPA: 3.6 (4.0)

Peter Malcuit

CAREER OBJECTIVE

EXPERIENCE

HOMELESS OUTREACH

Hope Recovery, Manchester, NH / Dec 2021 - Present

Make direct contact with homeless community

Engage in one on one conversations

offer resources in the community such as treatment, housing, sober living and options living a better life.

Forming personal relationship with the homeless community.

Offering positive support and counsel while doing outreach on the street.

directing people to AA, NA meetings, offering rides and direction for help.

WARMING STATION SUPERVISOR

1269 Cafe, Manchester, NH / Dec 2021 - Apr 2022

Oversee responsibility's of over night shift at the 12. Directing homeless while staying in warming station and also directing staff through out the night.

Preventing the homeless from drug use and alcohol use.

Professionally handling high pressure traumatic situations.

Providing first response to a over dose with narcan and support to a person that has used to much of drug before EMT arrives.

sitting down with homeless and feeding them and giving them comfort while they were here in the overnight shelter.

Providing resource's to homeless to go treatment for drug and Alcohol use.

ADDITIONAL SKILLS

Highly experienced in communication skills, developing interpersonal relationships, and navigating appropriate recovery resources.

In depth understanding of Alcoholics Anonymous, other 12-step programs, faith based recovery, and sober house structure and management.

Passionate approach and complete dedication to finding whichever path to recovery can save and better the lives of others.

REFERENCES

BRYNN MCCURRY, Site Manager , 1269 Cafe

(603) 722-3847 - 1269.cafe.brynn@gmail.com - Supervisor

ANTHONY O'SHAUGHNESSY, Business Development Representative, Granite Recovery Centers

(603) 329-2943 - aoshaghnessy@graniterecoverycenters.com - Work Colleague

ROBERT PINCIARO, Business Development Representative, GateHouse Treatment

(203) 522-3331 - rpinciaro@ghrecovery.com - Work Colleague

Karla A. Gallagher



- Experience**
- Oct. 2012- Present FOR-NH (HOPE for NH-Recovery) Manchester, NH
Finance & Administration
- Employee payroll
 - Vendor payments, customer invoicing, contract billing
 - Administrative Duties, maintain agency calendar
 - Recovery Coaching
 - Budgets, month-end reconciliation and reporting
 - Coordinate Community Outreach, Social Advocacy
- 2009-Feb. 2012 Londonderry Presbyterian Church Londonderry, NH
Bookkeeper (using Quickbooks on-line)
- Employee Payroll , IRS payments and reporting
 - Vendor Payments, negotiate cost savings
 - Budgets, month-end reconciliation and reporting
- 2006-Feb. 2012 Londonderry Presbyterian Church Londonderry, NH
Children's Ministry Coordinator
- Facilitate Sunday Christian education volunteers and child care children
 - Plan and execute extra events with volunteers for children
- 1988-Present Weight Watchers Various Locations in NH
Meeting Receptionist
- Weigh and process meeting members
 - Complete meeting room Tally (paperwork)
 - Promote product sales, member success and retention
- 1987-2000 Geac Computers Nashua, NH & Tampa, FL
Billing & A/R, Customer Service, Purchasing
- Sales invoicing, cash application, account reconciliation
 - Field service billing, customer service parts order processing,
 - Plan, order and expedite materials based on usage and production schedule
- Education**
- 1983-1984 Quincy College Quincy, MA
- Computer Science
 - Certified CCAR Recovery Coach and Trainor
- Interests**
- Gardening, reading, crafting
- References**
- Holly Cekala-VP Programs at Hope for NH Recovery 603/935-7524
Laurie Melanson-Office Manager at Londonderry Presbyterian 603/889-3796
Diane Morin-Territory Manager of Weight Watchers 603/560-3241

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Keith Howard	Executive Director	0%
Peter Malcuit	Homeless Outreach	100%
David Cote	Data/Recovery Link	0%
Karla Gallagher	Operations Manager	0%

28 mac



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

Lori A. Shibiante
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

June 10, 2021

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into contracts with the vendors listed below in an amount not to exceed \$175,000 for face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters, with the option to renew for up to two (2) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2022. 100% Other Funds (Governor's Commission Funds.)
2. Further authorize an advance payment of \$10,000 to each Contractor listed below in accordance with the terms of the contract, effective upon Governor and Council approval. 100% Other Funds (Governor's Commission Funds.)

Vendor Name	Vendor Code	Area Served	Contract Amount
Granite Pathways Manchester, NH	228900-B001	Greater Manchester and Greater Concord	\$43,750
Greater Seacoast Community Health/Goodwin Community Health	154703-P001	Seacoast Area	\$43,750
Greater Tilton Area Family Resource Center	310158-B001	Tilton/Laconia	\$43,750
Friends of Recovery, New Hampshire	159129-B001	Greater Manchester	\$43,750
		Total:	\$175,000

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92058502	\$175,000
			Total	\$175,000

EXPLANATION

The purpose of this request is provide face-to-face outreach by Recovery Community Organizations to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters.

Some individuals experiencing homelessness exhibit signs of being under the influence of alcohol or other drugs. During the COVID-19 pandemic many substance use disorder services were only available virtually. As a result, individuals who are homeless could have become more isolated.

Peer recovery support is believed to be one of the most effective forms of outreach to individuals experiencing homelessness. A relationship develops between an individual experiencing homelessness and a peer in recovery who has experienced similar hardship. Peer recovery coaches who are trained and supervised by a Recovery Community Organization are in the best position to provide outreach because of their personal experiences and their connections to recovery services and supervision.

Approximately 300 individuals will be served from July 1, 2021 to June 30, 2022.

The Contractor will assist individuals experiencing homelessness who respond positively to outreach activities to overcome barriers to accessing resources and will work with the individuals to help them remain engaged in recovery activities.

The intent of these pilot projects is to determine the receptivity of individuals experiencing homelessness in the identified communities to peer outreach services. The Department will determine this using the following performance measures:

- The number of outreach encounters completed.
- The quantity of materials distributed, including but not limited to:
 - Personal protective equipment.
 - Naloxone.
- The number of referrals made for services.

- The number of individuals that make contact with a Recovery Community Organization.

Should the Department decide to expand this programming based on these pilot projects, information gained from the projects will be utilized to define more specific performance measures moving forward.

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 4/7/2021 through 5/6/2021. The Department received four (4) 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, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request homeless people in New Hampshire may not have access to services to address health, housing, and substance use disorders.

Areas served: Statewide

Source of Funds: 100% Other Funds (Governor's Commission Funds).

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Peer Recovery Outreach to Homeless
Shelters and Encampments

RFA-2022-BDAS-02-PEERR

RFA Name

RFA Number

Bidder Name

1. Granite Pathways
2. Greater Seacoast Comm. Health
3. Greater Tilton Area Family
4. Hope for NH Recovery

Pass/Fail	Maximum Points	Actual Points
	120	99
	120	117
	120	108
	120	68

Subject: Peer Recovery Outreach to Homeless Shelters and Encampments (RFA-2022-BDAS-02-PEERR-04)

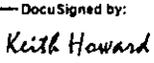
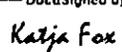
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Friends of Recovery, New Hampshire		1.4 Contractor Address 293 Wilson Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 361-6266	1.6 Account Number 05-95-92-920510-33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$43,750
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/11/2021		1.12 Name and Title of Contractor Signatory Keith Howard Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/11/2021		1.14 Name and Title of State Agency Signatory Katja 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: 6/11/2021			
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 omission of the

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
KH
Date 6/11/2021

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT A**

Revisions to Standard Agreement Provisions

- 1.1. 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 to two (2) 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.
- 1.2. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this Agreement to individuals experiencing homelessness, including, but not limited to, individuals residing in:
 - 1.1.1. Homeless shelters.
 - 1.1.2. Homeless encampments.
- 1.2. The Contractor shall ensure services are available and provided in the Greater Manchester area.
- 1.3. The Contractor shall maintain accreditation to conduct outreach to individuals experiencing homelessness as a Recovery Community Organization (RCO) from the Council on Accreditation of Peer Recovery Support Services (CAPRSS).
- 1.4. The Contractor shall ensure staff and volunteers providing outreach services have personal experience with recovery from substance use disorder, or a comprehensive knowledge of homeless encampments and homeless shelters in the area served.
- 1.5. The Contractor shall provide face-to-face outreach to individuals who are homeless, including individuals currently residing in local encampments and homeless shelters. The Contractor shall:
 - 1.5.1. Determine safety protocols for direct outreach activities.
 - 1.5.2. Ensure staff and volunteers conducting direct outreach:
 - 1.5.2.1. Follow Centers for Disease Control (CDC) guidelines;
 - 1.5.2.2. Have access to adequate personal protective equipment (PPE); and
 - 1.5.2.3. Receive training on:
 - 1.5.2.3.1. Outreach safety protocols;
 - 1.5.2.3.2. Harm reduction;
 - 1.5.2.3.3. Available local services that may meet the needs of individuals experiencing homelessness;
 - 1.5.2.3.4. A process for documenting outreach services conducted; and
 - 1.5.2.3.5. Requirements for maintaining the confidentiality of information relating to individuals and individual's health and personal condition.
 - 1.5.3. Ensure RCO staff and volunteers receive appropriate supervision for their outreach work.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

- 1.6. The Contractor shall ensure RCO outreach staff and volunteers work to provide community connections for individuals, which may include but are not limited to:
 - 1.6.1. Providing access to supportive services, which may include but are not limited to:
 - 1.6.1.1. Recovery support services.
 - 1.6.1.2. Treatment services.
 - 1.6.1.3. Health care.
 - 1.6.1.4. Housing assistance.
 - 1.6.1.5. Emergency food programs.
 - 1.6.1.6. Harm reduction resources.
 - 1.6.2. Making contact and developing relationships with individuals experiencing homelessness.
 - 1.6.3. Providing education relative to addiction, recovery, health issues, and available resources.
 - 1.6.4. Offering harm reduction resources that may include but are not limited to PPE and naloxone.
- 1.7. The Contractor shall assist individuals in encampments who respond positively to outreach activities to overcome barriers to accessing resources, including:
 - 1.7.1. Lack of transportation;
 - 1.7.2. Lack of knowledge on available services specific to individuals' needs;
 - 1.7.3. Limited English Proficiency (LEP); and
 - 1.7.4. Diagnosed or undiagnosed mental illness.
- 1.8. The Contractor shall work to keep individuals experiencing homelessness engaged in recovery activities. The Contractor shall offer activities and services that include, but are not limited to:
 - 1.8.1. Peer recovery coaching on premises.
 - 1.8.2. Outreach services.
 - 1.8.3. Providing information and access to other resources and services that support recovery.

2. Exhibits Incorporated

- 2.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly reports to the Department that detail activities completed and the number of individuals served as a result of completed activities.
- 3.2. The Contractor shall ensure reports include, but are not limited to:
 - 3.2.1. Number of outreach encounters completed in the previous month.
 - 3.2.2. Type and number of outreach activities conducted in the previous month.
 - 3.2.3. Types of educational information provided during the previous month
 - 3.2.4. Number of referrals to services initiated during the previous month.
 - 3.2.5. Activities conducted during the previous month that reduced barriers to services outlined in Subsection 1.8, above.

4. Performance Measures

- 4.1. The Department will monitor performance of the Contractor by:
 - 4.1.1. The number of outreach encounters completed.
 - 4.1.2. The number of resources that are distributed, including but not limited to:
 - 4.1.2.1. Personal protective equipment.
 - 4.1.2.2. Naloxone.
 - 4.1.3. The number of referrals made for services listed in Paragraph 3.2.4
 - 4.1.4. The number of individuals that make contact with an RCO.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. 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.

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

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

5.2.1. The Contractor shall submit, within ten (10) business 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.

5.3. Credits and Copyright Ownership

5.3.1. 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."

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

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

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

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT B**

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, and any of its 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
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Other Funds (Governor's Commission Funds.)
2. The Department will pay the Contractor \$10,000 upon approval of this Agreement by the Governor and Executive Council.
 - 2.1. Upon request, the Contractor shall provide an expense report and supporting documentation, in a form satisfactory to the Department, which identifies allowable expenses incurred.
 - 2.2. The Department may recoup payment made under this section or withhold future payments in an amount not to exceed \$10,000, in whole or in part, in the event the Contractor does not expend funding under this section in accordance with the purposes of this Agreement, in accordance with Paragraph 8, of the General Provisions Form P-37.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, budget.
4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests reimbursement for authorized expenses incurred in the previous month.
 - 4.3. Provide supporting documentation of authorized expenses that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services.
105 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice 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.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. 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.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

DS
KH

**New Hampshire Department of Health and Human Services
Peer Recovery Outreach to Homeless Shelters and Encampments
EXHIBIT C**

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

DS
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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Friends of Recovery, New Hampshire

Budget Request for: RFA-2022-BDAS-02-PEERR

Peer Recovery Outreach to Homeless Doctors and Encouragement

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 27,464.00	\$ 2,246.40	\$ 29,710.40	\$ -	\$ -	\$ -	\$ 27,464.00	\$ 2,246.40	\$ 29,710.40
2. Employer Benefits	\$ 4,492.80	\$ 449.28	\$ 4,942.08	\$ -	\$ -	\$ -	\$ 4,492.80	\$ 449.28	\$ 4,942.08
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical (Wound Care Kits)	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
Office	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 180.00	\$ 1,980.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
10. Marketing/Communications	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
11. Staff Education and Training	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (See details below):	\$ 3,215.93	\$ 321.59	\$ 3,537.52	\$ -	\$ -	\$ -	\$ 3,215.93	\$ 321.59	\$ 3,537.52
Supplies for participants including Bus Tickets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies (small denomination gift cards for mtg)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shopping Bags, Snacks, Water, Treats, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00	\$ -	\$ -	\$ -	\$ 39,772.73	\$ 3,977.27	\$ 43,750.00

Indirect As A Percent of Direct

10.0%



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS
KH
Date 6/11/2021



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:

6/11/2021

Date

DocuSigned by:

Keith Howard

Name: Keith Howard

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-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:

6/11/2021

Date

DocuSigned by:
Keith Howard
 Name: Keith Howard
 Title: Executive Director

DS
 KH

Vendor Initials
 Date 6/11/2021

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/11/2021

Date

DocuSigned by:
Keith Howard
Name: Keith Howard
Title: Executive Director

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KH
Contractor Initials
6/11/2021
Date

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

DS
KH

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:

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

Contractor Name:

6/11/2021

Date

DocuSigned by:

Keith Howard

Name: Keith Howard

Title: Executive Director

Exhibit G

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

Contractor Initials

DS
KH



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:

6/11/2021

Date

DocuSigned by:
Keith Howard
Name: Keith Howard
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

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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 Associate

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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. KH

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- 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 Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

6/11/2021

Date

Keith Howard

Name of the Contractor

Keith Howard

Signature of Authorized Representative

Keith Howard

Name of Authorized Representative
Executive Director

Title of Authorized Representative

6/11/2021

Date

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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:

6/11/2021

Date

DocuSigned by:
Keith Howard
 Name: Keith Howard
 Title: Executive Director



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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: 133330329

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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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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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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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